



## AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, MAY 20, 2024

REGULAR MEETING AT 6:00 P.M.  
San Rafael City Council Chambers  
1400 Fifth Avenue, San Rafael, CA 94901

### Watch Online:

Watch on Zoom Webinar: <https://tinyurl.com/sr-city-council>

Watch on YouTube: [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael)

Listen by phone: (669) 444-9171

ID: 860-6190-5675

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This meeting will be held in-person. This meeting is being streamed to YouTube at [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael).

How to participate in the meeting:

- You are welcome to come to the meeting and provide public comment in person. Each speaker will have 2-minutes to provide public comment per agenda item.
- Submit your comments by email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org).

### **OPEN SESSION- THIRD FLOOR CONFERENCE ROOM - 4:00 PM**

1. Mayor Kate to announce Closed Session items.

### **CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 4:00 PM**

2. Closed Session:

- a. Conference with Labor Negotiators – Government Code Section 54957.6  
Lead Negotiators: Timothy L. Davis and Allison B. Hernandez (Burke, Williams & Sorensen)  
Agency Designated Representatives: Cristine Alilovich, Paul Navazio, Marissa Sanchez, and Angela Robinson Piñon  
Employee Organizations: San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers' Association; San Rafael Mid-Management Employee Association; Unrepresented Executive Management
- b. Conference with Real Property Negotiators - Government Code § 54956.8  
Properties: 1) San Rafael City Schools Corp Yard Site, approximately 1.1 acre of land (portion of APN 014-101-09), located at corner of Union Street and Mission Ave., San Rafael; 2) San Rafael City Schools Glenwood Site, approximately 16.87 acres of land (southern portion of APNs 185-020-02 and 185-020-04), located south of Glenwood Elementary School (25 W. Castlewood Dr.) and northeast of Main Dr., San Rafael.  
Agency Negotiators: Cristine Alilovich, City Manager; John Stefanski, Assistant City Manager; Micah Hinkle, Director of Community and Economic Development  
Negotiating Party: San Rafael City Schools District  
Under Negotiation: Price and terms of payment

**CITY MANAGER AND COUNCILMEMBER REPORTS:**

**(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)**

3. City Manager and Councilmember Reports:

**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. **Approval of Minutes**

Approve Minutes of the Regular City Council Meeting of May 6, 2024 (CC)

*Recommended Action - Approve minutes as submitted*

b. **Legal Services Agreement**

Authorize the City Manager to Enter into the First Amendment to the Professional Services Agreement with Burke, Williams & Sorensen, LLP for General Municipal Legal Services, In an Amount of \$130,000, Increasing the Total Not-to-Exceed Amount of the Agreement to \$300,000 (CA)

*Recommended Action - Authorize the City Manager to enter into the first amendment to the professional services agreement with Burke, Williams & Sorensen, LLP for general municipal legal services, in an amount of \$130,000, increasing the total not-to-exceed amount of the agreement to \$300,000*

c. **City-Owned Property as Exempt Surplus Land, and Affordable Housing Development Exclusive Negotiating Agreement for City Property**

Resolution Determining and Declaring the City-Owned Site Located at 519 4<sup>th</sup> Street (APN 014-123-06) to be Exempt Surplus Land Pursuant to Government Code Section 54221(f)(1)(A), and Authorizing the City Manager to Enter into an Exclusive Negotiating Agreement with Abode Housing Development (CED)

*Recommended Action - Adopt Resolution*

d. **Authorized Agents for FEMA and CalOES Disaster and Grant Funds**

California Office of Emergency Services Resolution Designating Authorized Agents to Execute on Behalf of the City of San Rafael Agreements to Obtain Federal Financial Assistance for Existing and Future Grant Programs (FD)

*Recommended Action - Adopt Resolution*

e. **Citywide Storm Drain Plan Project**

Authorize the City Manager to Enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers (S&W) to Develop San Rafael's Citywide Storm Drain Plan, in the Amount Not to Exceed \$331,303, and Appropriate Funds for the Agreement (PW)

*Recommended Action - Authorize the City Manager to enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to develop San Rafael's Citywide Storm Drain Plan, in the amount not to exceed \$331,303, and appropriate funds for the agreement*

- f. **Southern Heights / Courtright / Pearce Retaining Walls Project**  
Accept Completion of the Southern Heights/Courtright/Pearce Retaining Walls Project, City Project No. 11371, and Authorize the City Clerk to File the Notice of Completion (PW)  
*Recommended Action – Accept completion of the Southern Heights/Courtright/Pearce Retaining Walls Project and authorize the City Clerk to file the Notice of Completion*
- g. **Proclamation Supporting Public Works Week 2024**  
Proclamation Supporting Public Works Week 2024 (PW)  
*Recommended Action – Receive and file*

**PUBLIC HEARINGS**

5. Public Hearings:

- a. **Ordinance Amending Green Building Codes**  
An Ordinance of the San Rafael City Council Amending Title 12 (Building Regulations) of the San Rafael Municipal Code, By Amending the California Energy Code, the 2022 California Green Building Standards Code for Electric Vehicle Chargers, the 2022 California Mechanical Code, and the 2022 California Plumbing Code; Adding a New Chapter 12.360 with Administrative and Program Regulations on Model Reach Codes; and Adopting Findings of Fact Supporting the Amendments to the Codes (CED)  
*Recommended Action – Waive further reading of the Ordinance and refer to it by title only, and introduce the Ordinance*
- b. **Planning Commission Membership Composition**  
*\*\*\*Item Removed from the Agenda\*\*\**

**OTHER AGENDA ITEMS**

6. Other Agenda Items:

- a. **City Council FY 2023-2025 Goals and Objectives Annual Update and Introduction of Infrastructure and Transportation Workplan**  
FY 2023-2025 Goals and Objectives Annual Update and Introduction of Infrastructure and Transportation Workplan (CM/PW)  
*Recommended Action – Receive the report*
- b. **Successor Memorandum of Understanding with San Rafael Police Association (SRPA)**  
Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Association (SRPA) (June 1, 2024 through June 30, 2027) (CM/HR)  
*Recommended Action – Adopt Resolution*
- c. **Successor Memorandum of Understanding with San Rafael Firefighters’ Association (SRFA)**  
Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Firefighters’ Association (SRFA) (June 1, 2024 Through June 30, 2027) (CM/HR)  
*Recommended Action – Adopt Resolution*

**OPEN TIME FOR PUBLIC EXPRESSION**

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.

**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 online and at City Hall, 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 may be requested by calling (415) 485-3066 (voice), emailing [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.*





## MINUTES

SAN RAFAEL CITY COUNCIL - MONDAY, MAY 6, 2024

REGULAR MEETING AT 6:00 P.M.  
San Rafael City Council Chambers  
1400 Fifth Avenue, San Rafael, CA 94901

### Watch Online:

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Present: Councilmember Bushey  
Mayor Pro Tem Hill  
Councilmember Kertz  
Councilmember Llorens Gulati

Absent: Mayor Kate

Also Present: City Manager Cristine Alilovich  
City Attorney Rob Epstein  
City Clerk Lindsay Lara

Mayor Pro Tem Hill called the meeting to order at 6:03 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present, except for Mayor Kate.

Mayor Pro Tem Hill provided opening remarks which included gratitude to City staff and a land acknowledgment.

City Clerk Lindsay Lara informed the community that the in-person meeting would also be recorded and streamed live to YouTube and through Zoom. She noted the two-minute timer for public comment and closed captioning on Zoom.

### OPEN SESSION

1. None.

### CLOSED SESSION

2. Closed Session: - None.

**CITY MANAGER AND COUNCILMEMBER REPORTS:**

**(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)**

3. City Manager and Councilmember Reports:

City Manager Cristine Alilovich announced:

- Public Service Recognition Week Proclamation
- Free Event - Drew Robinson: A Survivor's Story of Mental Health, Hope and Recovery to be held May 9, College of Marin (Kentfield), 5 p.m.
- 2<sup>nd</sup> Friday Art Walk, Downtown, 5-8 p.m.
- May Madness Car Show & Parade to be held Saturday May 11, Downtown, 12-6 p.m.
- Taste of San Rafael - State of the City to be held Wednesday May 15, Rafael Theater, 4:30-7 p.m.
- Farmers Market to be held May 16 thru August 24, Downtown, 5:30-8:30 p.m.

City Attorney Rob Epstein

- How to request reasonable accommodations for attending City Council or Board, Commission and Committee meetings.

City Councilmember Reports:

- Councilmember Kertz reported on a SMART train visit, San Rafael Downtown Earth Day, the Marin County Council of Mayors and Councilmembers (MCCMC) legislative committee, China Camp's Earth Day and the Marin Wildfire Prevention Authority (MWPA).
- Councilmember Llorens Gulati reported on Earth Day in the Canal, the annual breakfast with Congressman Jared Huffman, a Spinnaker and Baypoint neighborhood meeting, a City Climate Action Plan (CCAP) quarterly committee meeting, a BayWAVE meeting, a MCE Executive Committee meeting and a San Rafael Safe Routes to Schools task force meeting.
- Councilmember Bushey reported on a San Rafael Sanitation District board meeting, a Marin Transit board meeting (representing MCCMC) and a meeting with Supervisor Sackett.
- Mayor Pro Tem Hill reported on the second annual Marin County Youth Town Hall.

Mayor Pro Tem Hill invited public comment; however, there was none.

**CONSENT CALENDAR:**

Mayor Pro Tem Hill invited public comment on the Consent Calendar items.

**Speakers:** Karen Strolia, San Rafael Chamber of Commerce, Eva Chrysanthe

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to approve the Consent Calendar.

4. Consent Calendar Items:

a. **Approval of Minutes**

**Approve Minutes of the Special and Regular City Council Meetings of April 15, 2024 (CC)**  
*Approved minutes as submitted*

- b. **Ordinance Regulating Camping on Public Property**  
**Final Adoption of Ordinance 2035: An Ordinance of the City Council of the City of San Rafael Amending Chapter 19.50 to the San Rafael Municipal Code, Entitled "Camping on Public Property" Regulating Camping on Public Property Within the City of San Rafael (CED)**  
*Final Adoption of Ordinance No. 2035*
- c. **Proclamations**  
**Proclamations Supporting:**
- i. Older Americans Month
  - ii. Wildfire Preparedness Month
  - iii. Public Service Recognition Week,
  - iv. Asian American, Native Hawai'i'an and Pacific Islander Heritage Month
  - v. Jewish American Heritage Month
  - vi. Arab American Heritage Month
  - vii. National Police Week
- Received and filed*
- d. **First Responder Counseling Services Agreement Amendment**  
**Authorize the City Manager to Enter into the Second Amendment to the Professional Services Agreement with Public Safety Family Counseling Group, Inc. in the Amount Not to Exceed \$30,000, For a Total Not to Exceed Amount Under the Agreement of \$150,000 (HR)**  
*Authorized the City Manager to enter into a Second Amendment to the Professional Services Agreement with Public Safety Family Counseling Group, Inc. for first responder counseling services, in an amount not to exceed \$30,000, increasing the total not to exceed amount under the agreement to \$150,000; and Authorized a supplemental budget appropriation with Employee Benefits Fund (Fund 604) in an amount not to exceed \$30,000*
- e. **Public Art Project Proposal to Paint Six (6) Public Utility Boxes Throughout San Rafael**  
**Approval of the San Rafael Leadership Institute Proposal to Paint Murals on Six (6) Public Utility Boxes Throughout San Rafael (LR)**  
*Approved the San Rafael Leadership Institute proposal to paint murals on six (6) public utility boxes throughout San Rafael*
- f. **City Quarterly Investment Report**  
**Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending March 31, 2024 (Fin)**  
*Accepted report*
- g. **Third Street Rehabilitation Project**  
**Authorize the City Manager to Enter into the Second Amendment to the Professional Services Agreement with Coastland Civil Engineering for Construction Management and Inspection Services Associated with the Third Street Rehabilitation Project, in an Additional Amount of \$21,280, Increasing the Total Not to Exceed Amount of the Agreement to \$1,569,580 (PW)**  
*Authorized the City Manager to enter into the second amendment to the professional services agreement with Coastland Civil Engineering for construction management and inspection services associated with the Third Street Rehabilitation Project, in an additional amount of \$21,280, increasing the total not to exceed amount of the agreement to \$1,569,580; and Authorized a*

supplemental budget appropriation with Gas Tax Funds (#206) in an amount not to exceed \$21,280

**h. Miovision Traffic Camera Service Agreement**

**Authorize the City Manager to Enter into an Agreement with Miovision Technologies Incorporated for Traffic Camera Services for Up to Four (4) Years with Up to a Five Percent (5%) Increase Per Fiscal Year of Service and Appropriate \$88,018 to the General Fund for Year One of Service (PW)**

*Authorized the City Manager to enter into an agreement with Miovision Technologies Incorporated ("Miovision") for traffic camera services for up to four (4) years with up to a five percent (5%) increase per fiscal year of service and appropriate \$88,018 to the General Fund for year one of service*

**i. Second Street, Fourth Street and Miracle Mile Intersection Improvements Project**

**Authorize the City Manager to Enter into the First Amendment to the Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for Additional Design Services Associated with the Second Street, Fourth Street and Miracle Mile Intersection Improvements Project, in an Additional Amount of \$96,900, Increasing the Total Not to Exceed Amount of the Agreement to \$228,482 (PW)**

*Authorized the City Manager to enter into the first amendment to the professional services agreement with CSW/Stuber-Stroeh Engineering Group Inc. for additional design services associated with the Second Street, Fourth Street and Miracle Mile Intersection Improvements Project, in an additional amount of \$96,000, increasing the total not to exceed amount of the agreement to \$228,482; and Authorized a supplemental budget appropriation with Gas Tax Funds (#206) in an amount not to exceed \$96,900*

**j. City of San Rafael Essential Facilities Construction Project: Fire Stations 54 And 55**

**Authorize the City Manager to Enter into the Second Amendment to the Professional Services Agreement with Loving Campos Associates Architects, Inc. for Extended Architectural, Waterproofing Consulting and Construction Administration Services Related to Phase 2 Essential Facilities Projects: Fire Stations 54 and 55, in an Additional Amount of \$120,995, Increasing the Total Not to Exceed Amount of the Agreement to \$451,741 (PW)**

*Authorized the City Manager to enter into the second amendment to the professional services agreement with Loving Campos Associates Architects, Inc. for extended architectural, waterproof consulting and construction administration services related to the Phase 2 Essential Facilities Projects: Fire Stations 54 and 55, in an additional amount of \$120,995, increasing the total not to exceed amount of the agreement to \$451,741; and Authorized a supplemental budget appropriation with Essential Facilities Capital Projects Fund (#420) in an amount not to exceed \$120,995*

AYES:	Councilmembers:	Bushey, Kertz, Llorens Gulati & Mayor Pro Tem Hill
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Kate

**SPECIAL PRESENTATIONS:**

**5. Special Presentations:**

Mayor Pro Tem Hill invited public comment; however, there was none.

**a. [Presentation of Proclamation Supporting Mental Health Awareness Month \(CM\)](#)**

City Manager Cristine Alilovich provided comments and introduced the item, Mayor Pro Tem Hill presented the Proclamation and Kara Connors of Marin County Behavioral Health & Recovery Services (BHRS) gave a presentation.

## **OTHER AGENDA ITEMS**

### 6. Other Agenda Items:

#### a. **Community Development Block Grant (CDBG)**

#### **Resolution Recommending Community Development Block Grant (CDBG) Project Funding for the Fiscal Year 2024-25 to the Marin County Board of Supervisors (CED)**

Mel Burnette, Homelessness and Housing Analyst presented the Staff Report with Molly Kron, Marin County Community Development Agency.

Staff responded to questions from the City Council.

Mayor Pro Tem Hill invited public comment.

**Speakers:** Carolyn Flannery, Make It Home, Name Withheld, Al Vetere, Damian, Jonathan Frieman

Staff responded to questions from the community.

Councilmembers provided comments.

At the request of the Council, City Attorney Rob Epstein provided comments regarding a possible motion such that the Council can accommodate a pro rata change in the resolution.

Molly Kron, Marin County Community Development Agency provided comments on past practice.

City Attorney Rob Epstein suggested that the motion be consistent with past practice regarding reallocation, if necessary.

Councilmember Kertz moved and Councilmember Bushey seconded to adopt a Resolution Recommending Community Development Block Grant (CDBG) Project Funding for the Fiscal Year 2024-25 to the Marin County Board of Supervisors, consistent with past practice.

AYES:	Councilmembers:	Bushey, Kertz, Llorens Gulati & Mayor Pro Tem Hill
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Mayor Kate

*Resolution 15285 - Resolution Recommending Community Development Block Grant (CDBG) Project Funding for the Fiscal Year 2024-25 to the Marin County Board of Supervisors, consistent with past practice.*

## **OPEN TIME FOR PUBLIC EXPRESSION**

- Name Withheld addressed the City Council regarding antisemitism and the attack at the Islamic Center of North Marin.

- Catherine Healy addressed the City Council regarding illegal anchor-outs in San Rafael turning basin on the Canal.
- Jerry McNulty, San Rafael Yacht Club, addressed the City Council regarding illegal anchor-outs in San Rafael turning basin on the Canal.
- Mia Burnt addressed the City Council regarding illegal anchor-outs in San Rafael turning basin on the Canal.
- Bob Mittelstaedt, E-Bike Access, addressed the City Council regarding personal attacks on a person's heritage/religion and E-bike enforcement updates.
- Marina Palma, 400 Canal St. Tenants Union, addressed the City Council regarding 400 Canal Street utilities and rent.
- Glendy, 400 Canal St. Tenants Union, addressed the City Council regarding 400 Canal Street utilities and rent.
- Name Withheld, 400 Canal St. Tenants Union, addressed the City Council regarding 400 Canal Street utilities and rent.
- Florida Morales, Voces del Canal addressed the City Council regarding 400 Canal Street utilities and rent.
- Gloria Calderon addressed the City Council regarding 400 Canal Street utilities and rent.
- Efraim addressed the City Council regarding 400 Canal Street utilities and rent.
- Maximo addressed the City Council regarding 400 Canal Street utilities and rent.
- Name Withheld addressed the City Council regarding 400 Canal Street utilities and rent.
- Name Withheld addressed the City Council regarding 400 Canal Street, accommodations and E-bikes.
- Sara Benitez addressed the City Council regarding 400 Canal Street utilities and rent.
- Name Withheld addressed the City Council regarding 400 Canal Street utilities and rent.
- Elvin Mazariegos addressed the City Council regarding 400 Canal Street utilities and rent.
- Name Withheld addressed the City Council regarding 400 Canal Street utilities and rent.
- Name Withheld addressed the City Council regarding 400 Canal Street utilities and rent.
- Shinji S. addressed the City Council regarding 400 Canal Street and E-bikes in San Rafael.

**SAN RAFAEL SUCCESSOR AGENCY:**

Chair Pro Tem Hill invited public comment; however, there was none.

Member Bushey moved and Member Kertz seconded to approve the Consent Calendar.

1. Consent Calendar:

a. **Successor Agency Quarterly Investment Report**

**Acceptance of Successor Agency Quarterly Investment Report for the Quarter Ending March 31, 2024 (Fin)**

*Accepted report*

AYES:	Councilmembers:	Bushey, Kertz, Llorens Gulati & Chair Pro Tem Hill
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Chair Kate

**ADJOURNMENT:**

Mayor Pro Tem Hill adjourned the meeting at 8:14 p.m.

-----  
LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

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KATE COLIN, Mayor

DRAFT



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: City Attorney

Prepared by: Genevieve Coyle, Assistant City Attorney

City Manager Approval: 

**TOPIC: LEGAL SERVICES AGREEMENT**

**SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BURKE, WILLIAMS & SORENSEN, LLP FOR GENERAL MUNICIPAL LEGAL SERVICES, IN AN AMOUNT OF \$130,000, INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO \$300,000**

**RECOMMENDATION:**

Authorize the City Manager to enter into the first amendment to the professional services agreement with Burke, Williams & Sorensen, LLP for general municipal legal services, in an amount of \$130,000, increasing the total not-to-exceed amount of the agreement to \$300,000.

**BACKGROUND:**

The City Attorney’s office is staffed with a part-time elected City Attorney, a full-time Assistant City Attorney, and a full-time Legal Assistant. In order to provide necessary legal services to the City, the office engages attorneys with the law firm of Burke, Williams & Sorensen, LLP (“BWS”) for as-needed services in general municipal law and subject-matter expertise in areas such as land use, zoning, housing, code enforcement, finance, real estate, public records requests, intellectual property, and telecommunications. In September 2023, the City entered into a professional services agreement (“PSA”) with BWS in an amount not-to-exceed \$170,000 for legal services covering fiscal year FY 2023-24. Payments are made at the firm’s standard public entity hourly rates. This PSA provides an average of over 40 hours of excess legal services per month, roughly equal to the services of a one-quarter-time staff attorney.

**ANALYSIS:**

This fiscal year, there has been a significant increase in demand for legal services from the City Attorney’s Office. This is due primarily to a marked increase in the volume and complexity of public records requests; matters concerning homelessness, code enforcement, and community development; and new City legislation, including the amended camping ordinance and the urgency ordinance for tenant displacement protections in the opportunity zone. With anticipated projects, there is a need for additional legal services to continue through the end of the fiscal year.

Staff recommends entering into a First Amendment to the PSA in an amount of \$130,000 for excess legal services through FY 2023-24.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**



**FISCAL IMPACT:**

Funds to cover the recommended amendment amount of \$130,000 are available in the FY 2023-2024 general fund budget.

**OPTIONS:**

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

1. Authorize the City Manager to negotiate and enter into the professional services agreement.
2. Direct staff to return with more information.
3. Take no action.

**RECOMMENDED ACTION:**

Authorize the City Manager to enter into the first amendment to the professional services agreement with Burke, Williams & Sorensen, LLP for general municipal legal services, in an amount of \$130,000, increasing the total not-to-exceed amount of the agreement to \$300,000.

**ATTACHMENTS:**

1. Draft First Amendment

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH  
BURKE, WILLIAMS & SORENSEN, LLP FOR  
GENERAL MUNICIPAL LEGAL SERVICES**

**THIS FIRST AMENDMENT** to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **BURKE, WILLIAMS & SORENSEN, LLP** (hereinafter “**CONSULTANT**”), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECITALS**

**WHEREAS**, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated September 6, 2023 to perform as-needed legal services in general municipal law, including but not limited to subject-matter expertise in areas such as land use, zoning, housing, code enforcement, labor and employment, finance, real estate, Public Records Act, and telecommunications, for an amount not to exceed \$170,000 (the “Agreement”); and

**WHEREAS**, the **CITY** and **CONSULTANT** wish to amend the Agreement to modify the total compensation payable to **CONSULTANT** so as to authorize **CONSULTANT** to provide additional legal services;

**AMENDMENT TO AGREEMENT**

**NOW, THEREFORE**, the parties hereby agree to amend the Agreement as follows:

1. Article II of the Agreement, entitled “COMPENSATION” is hereby amended to include additional compensation payable to **CONSULTANT**, in a not-to-exceed amount of \$130,000, and to change the total not-to-exceed amount under the Agreement to \$300,000.
2. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment on the day, month, and year first above written.

**CITY OF SAN RAFAEL:**

**CONSULTANT:**

\_\_\_\_\_  
CRISTINE ALILOVICH, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_

APPROVED AS TO FORM:  
**Office of the City Attorney**

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

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

\_\_\_\_\_  
By: GENEVIEVE COYLE,  
Assistant City Attorney

[If CONSULTANT is a corporation, add  
signature of second corporate officer]

ATTEST:  
**City Clerk**

\_\_\_\_\_  
By: \_\_\_\_\_

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

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

\_\_\_\_\_  
LINDSAY LARA, City Clerk



**Agenda Item No: 4.c**  
**Meeting Date: May 20, 2024**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: COMMUNITY & ECONOMIC DEVELOPMENT**

**Prepared by: Micah Hinkle, Director,**  
**Community and Economic Development**  
**Chris Hess, Assistant Director**  
**Community Development**  
**Housing and Homelessness Programs**  
**Stacey Laumann, Economic Development**  
**Program Manager**

**City Manager Approval:** 

**TOPIC: CITY-OWNED PROPERTY AS EXEMPT SURPLUS LAND, AND AFFORDABLE HOUSING DEVELOPMENT EXCLUSIVE NEGOTIATING AGREEMENT FOR CITY PROPERTY**

**SUBJECT: RESOLUTION DETERMINING AND DECLARING THE CITY-OWNED SITE LOCATED AT 519 4TH STREET (APN 014-123-06) TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(A), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATING AGREEMENT WITH ABODE HOUSING DEVELOPMENT**

**RECOMMENDATION:**  
Adopt the resolution.

**BACKGROUND:**  
On December 8, 2023, the City issued a Request for Proposals (RFP) for the development of the city-owned property at 519 4<sup>th</sup> Street (Attachment 3). The property, APN 014-123-06, comprises 0.304 acres (13,278 square feet) and is located on the south side of 4th Street, between Irwin Street and Grand Avenue. The property was acquired by the San Rafael Redevelopment Agency in 1983. It is developed with an L-shaped commercial building and parking lot utilized by the City for police and fire department storage.

The State of California's Surplus Land Act (SLA) requires cities to identify surplus land and prioritize its use for affordable housing development. Following specific procedures outlined in the SLA, cities must offer this surplus land to affordable housing developers before considering selling or leasing it for other purposes.

Housing developments may be exempt from certain provisions of California's SLA if they meet specific criteria, such as having at least 25% of units designated for lower-income households. This exemption

**FOR CITY CLERK ONLY**

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

facilitates the development of affordable housing on surplus land without additional procedural requirements. The City’s 519 4<sup>th</sup> Street property represents an opportunity to develop affordable housing on a City property via such an exemption under section 54221(f)(1)(A) of the SLA (Government Code sections 54220-54234). Under Government Code Section 54221(f)(1)(A), surplus land that is transferred pursuant to Government Code Section 37364 for development as affordable housing qualifies as “exempt surplus land”. Government Code Section 37364 authorizes local agencies to sell, lease, or otherwise dispose of real property to provide housing affordable to persons and families of low- or moderate-income the developer commits to (i) utilize at least 80% of the land area of the site for development of housing; (ii) cause not less than 40% of the units to be developed to be affordable to households whose incomes are equal to, or less than, 60% of the area median income for Marin County, adjusted for family size (AMI); and (iii) cause at least half of the units described in clause (ii) to be affordable to households whose incomes are equal to, or less than, 50% of AMI.

**ANALYSIS:**

**Request for Proposals (RFP) Process**

The process outlined below was published with the RFP on December 8, 2023.

*Timeline*

Announcement	December 8, 2023
Virtual Developer Workshop	December 20, 2023, 3:00-4:00 PM
Deadline for emailed questions for City response	January 8, 2024; City responses by January 12, 2024
Responses Due	January 24, 2024 by 5:00 PM
Evaluation	January 25 - 31, 2024
Developer Team Interview(s) (if applicable)	February 6 - 13, 2024 ( <i>February 9, 2024 actual</i> )
Authorization by the City Council	March 2024

Three developer teams responded to the RFP. Each application was evaluated based on the development team’s stated project vision, target population, organizational experience and capacity, and financial proposal.

As a result of this process, staff recommend proceeding with Abode Housing Development (“Abode”) for exclusive negotiations.

The Abode project proposes 56 units total, with 53 one-bedrooms and 3 two-bedrooms. 50% of these (28 units) would be reserved for supportive housing for formerly homeless residents. 29 units would be restricted at 20-30% AMI, 14 units at 50% AMI, and 12 units at 60% AMI. Abode proposes to develop the project using Low-Income Housing Tax Credits, regional and state affordable housing bond dollars, and will provide property management and on-site social services. Given the affordability levels of the proposed project, the project would qualify for the SLA exemptions described in the background section of this staff report.

Staff recommends proceeding with Abode for the following reasons.

1. Abode’s proposal most directly addresses the City Council’s goal of ending homelessness, especially for the chronically homeless population staying in encampments, providing the largest number of deeply affordable units of permanent supportive housing.
2. Compared to the competing proposals for designated senior housing (aged 62+), Abode’s proposal more directly serves the population experiencing homelessness in San Rafael.

Homelessness among older adults is a serious issue, and age is a prioritization factor for permanent supportive housing (PSH) units in the community. However, the greater number of PSH units in the Abode proposal, without an age restriction, maximizes the project's benefit for addressing homelessness as it is experienced in San Rafael.

3. Abode's proposal provides the necessary components of successful permanent supportive housing, including robust onsite case management services, thereby providing a greater likelihood of success in housing high-acuity and challenging residents. Although all three proposals called out the need for additional social services and operating subsidies, Abode shows the largest budget and staffing for clinical services (1.2 FTE onsite) in its proposal proforma.

As an affordable housing developer, Abode's mission is to end homelessness by assisting low-income, un-housed people, including those with special needs, to secure stable, supportive housing; and to be advocates for the removal of the causes of homelessness. Abode was founded in Alameda County in 1989 and has since expanded its impact throughout the Bay Area, serving more than 15,000 people each year in Alameda, Santa Clara, San Francisco, Santa Cruz, San Mateo, Napa, and Solano counties.

### **Next Steps**

Staff recommends the City enter into an Exclusive Negotiating Agreement (ENA) with Abode in substantially the form attached (Attachment 2), subject to minor conforming changes as approved by the City Attorney. The ENA provides a commitment between the City and Abode Housing Development to exclusively negotiate terms and conditions of a Disposition and Development Agreement (DDA) over a 12-month period split into two phases: a 6-month preliminary stage during which the parties will focus on term sheet negotiations, followed by a 6-month DDA stage during which the parties will, assuming they have reached agreement on a term sheet, negotiate and draft a comprehensive DDA consistent with the term sheet. The ENA allows for up to 120 days of administrative extensions of the negotiating period. This arrangement allows for focused discussions on terms without external interference, ultimately aiming to streamline the negotiation process.

Staff would return to the City Council to seek approval of any proposed DDA, which would determine the land disposition, specifically if the property is leased or sold to the developer. The property value will be appraised as part of the due diligence process.

Adobe would be responsible for all project development and permitting processes and project financing. The City can anticipate that the value of the property will leverage additional state and federal affordable housing development funds and leverage potentially greater long-term operating subsidy and social services commitments.

### **COMMUNITY OUTREACH:**

Upon release of the RFP, staff posted the RFP on the City's website and emailed it to organizations on two developer lists: Marin County Community Development Agency's list of developer contacts (39 contacts), and a City staff-generated list (61 contacts). Staff presented and answered questions at the December 20<sup>th</sup> developer workshop and responded publicly to emailed questions on January 12<sup>th</sup> as described in the timetable above.

### **FISCAL IMPACT:**

The fiscal impact to the City for predevelopment expenses related to the housing project are estimated to be approximately \$70,000 in legal fees, title and transaction expenses, background documentation, and consultants.

In FY 2023-24, \$20,000 is available from Community and Economic Development Department's budget and to support expenditures in the current fiscal year. An additional \$50,000 in funding to support predevelopment expenses is incorporated in the FY 2024-25 budget.

**OPTIONS:**

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

1. Adopt the resolution.
2. Direct staff to return with more information.
3. Take no action.

**RECOMMENDED ACTION:**

Adopt the resolution (Attachment 1) determining that the property at 519 4<sup>th</sup> Street is exempt surplus land under the Surplus Land Act and authorizes the City Manager to enter into an Exclusive Negotiating Agreement (ENA) with nonprofit housing developer Abode Housing Development, for the development of the property.

**ATTACHMENTS:**

1. Resolution
2. Exclusive Negotiating Agreement
3. Request for Proposals for the Development of New Affordable Housing, 519 4<sup>th</sup> Street

## RESOLUTION \_\_\_\_\_

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DETERMINING AND DECLARING THE CITY-OWNED SITE LOCATED AT 519 4<sup>TH</sup> STREET (APN 014-123-06) TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(A), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATING AGREEMENT WITH ABODE HOUSING DEVELOPMENT**

WHEREAS, the City of San Rafael (the “City”) is the owner of that certain real property within the City limits at 519 4<sup>th</sup> Street, consisting of approximately 0.304 acre, designated as APN 014-123-06 (the “Property”); and

WHEREAS, the Property is located within the Downtown San Rafael Precise Plan Area and is currently improved with a commercial building used as storage for the City’s police and fire departments; and

WHEREAS, on December 8, 2023, the City issued a Request for Proposals (“RFP”) seeking a developer to develop an affordable housing project on at least eighty percent (80%) of the Property. The RFP was distributed to private developers as well as housing sponsors (as defined in Health and Safety Code Section 50074) that have notified the California Department of Housing and Community Development of their interest in surplus land; and

WHEREAS, City received three (3) proposals, one of which was submitted by Abode Housing Development, a California nonprofit public benefit corporation (“Abode”); and

WHEREAS, Abode’s proposal contemplates development of the Property exclusively with affordable housing units, half of which will be affordable to households with incomes that do not exceed 60% of the area median income (“AMI”) and half of which will be available to persons experiencing homelessness or to very low income households (households with incomes less than 50% of AMI) (the “Project”); and

WHEREAS, City staff has reviewed the proposals, interviewed the three (3) respondents, determined that Abode has demonstrated the highest level of skill, experience, and financial capacity and that Abode’s proposed Project would best advance City’s goals for development of the Property; and

WHEREAS, the Surplus Land Act (Government Code Section 54220 *et. seq.*) (“Act”) requires local agencies, including charter cities, to follow certain procedures to dispose of “surplus land” or declare land to be “exempt surplus land” at a regular public meeting prior to disposition; and



WHEREAS, pursuant to Government Code Section 54221(f)(1)(A), surplus land that is transferred pursuant to Government Code Section 37364 for development as affordable housing qualifies as “exempt surplus land”; and

WHEREAS, Government Code Section 37364 authorizes local agencies to sell, lease, or otherwise dispose of real property to provide housing affordable to persons and families of low- or moderate-income provided that (i) at least 80% of the area of the property will be used for development of housing, and (ii) at least 40% of the housing units developed on the property will be affordable to households whose income is not greater than 60% of AMI (75% of the upper limit for “lower income households”), of which at least one-half will be affordable to households of very low-income (50% AMI); and

WHEREAS, City desires to enter into an Exclusive Negotiating Agreement, in substantially the form included in the staff report accompanying this resolution (“ENA”) with Abode for the purpose of negotiating the terms of a proposed Disposition and Development Agreement (“DDA”) and affordable housing covenant (“Affordable Housing Covenant”) for the Property and the Project, conducting predevelopment site analysis and project scoping, and determining a preliminary site plan for the Project; and

WHEREAS, a DDA, if approved by the City Council and entered into by the parties, will require the Property to be developed and operated for residential uses consistent with the affordability requirements set forth in Government Code Section 37364.

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

1. The City Council adopts the recitals set forth above as findings of fact.
2. The City Council has determined, and hereby affirms, that a DDA, if approved by the City Council and entered into by the parties, will require recordation of an Affordable Housing Covenant ensuring that the Property will be developed for and used to provide affordable housing, including housing affordable to persons and families of low- and very low-income in a manner consistent with the affordability requirements set forth in Government Code Section 37364, that this use is in the City’s and community’s best interests, and that development of the Property and the Project in accordance with requirements to be set forth in a DDA and an Affordable Housing Covenant will satisfy the requirements of Government Code Section 37364.
3. The City Council further makes the following findings, pursuant to Government Code Section 37364:

- a. As will be more particularly set forth in the proposed DDA, (i) not less than 80% of the Property will be required to be developed for housing, and (ii) within the Project overall, at least 40% of any housing units developed on the Property will be affordable to households whose income is not greater than 60% AMI (75% of the upper limit for “lower income households”), of which at least one-half will be affordable to households of very low-income (50% AMI).
  - b. The proposed DDA will require recordation of a separate Affordable Housing Covenant with a term of not less than 55 years against the Property, to ensure the affordable residential units within the Project are restricted for occupancy at affordable rents by eligible households with household incomes consistent with the requirements of Government Code Section 37364.
4. Based upon the foregoing, the City Council hereby determines and declares the Property to be exempt surplus land under Government Code Section 54221(f)(1)(A) as property proposed to be transferred pursuant to Government Code Section 37364. The City Council further hereby directs City staff to send a notification to HCD that the City Council has declared the Property exempt surplus land by this resolution.
  5. The City hereby authorizes the City Manager to enter into an ENA with Abode in substantially the form attached to the staff report, subject to minor conforming changes as approved by the 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 held on Monday the 20<sup>th</sup> day of May 2024, by the following vote, to wit:

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

LINDSAY LARA, City Clerk

## EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (“**Agreement**”) dated for reference purposes as of \_\_\_\_\_ 2024 (“**Effective Date**”), is entered into by and between the City of San Rafael, a municipal corporation (“**City**”), and Abode Housing Development, a California nonprofit public benefit corporation (“**Developer**”). City and Developer are sometimes referred to individually herein as a “**Party**”, and collectively as the “**Parties**”.

### R E C I T A L S:

A. City owns that certain real property designated as Assessor Parcel Number 014-123-06 (“**Property**”) as depicted on the “**Site Map**” attached hereto as Exhibit A. The Property is improved with a commercial building currently used as storage for the City’s police and fire departments.

B. On December 8, 2023, the City issued a Request for Proposals (“RFP”) seeking a developer to develop an affordable housing project on at least eighty percent (80%) of the Property. The RFP was distributed to private developers as well as housing sponsors (as defined in Health and Safety Code Section 50074) that have notified the California Department of Housing and Community Development of their interest in surplus land.

C. City received three (3) proposals, including Developer’s which contemplates development of the Property as a residential development consisting entirely of affordable housing units, half of which will be affordable to households with incomes that do not exceed 60% of the area median income (“**AMI**”) and half of which will be available to persons experiencing homelessness or to very low income households, which are defined as households with incomes less than 50% of AMI (the “**Project**”).

D. On \_\_\_\_\_, 2024, the City Council of City by Resolution No. \_\_\_\_\_, selected Developer as City’s preferred developer and directed the City Manager to enter into an exclusive negotiating agreement with Developer.

E. City and Developer now desire to enter into this Agreement setting forth the terms under which City and Developer will diligently and in good faith endeavor to accomplish the following: (1) during a Preliminary Stage (defined below) of negotiations, for Developer to (i) conduct certain due diligence and site planning work, including environmental investigations, to determine whether the proposed Project is feasible from a financial, design and operational perspective, and (ii) attempt to agree upon a Term Sheet with City setting forth the key terms of a Disposition and Development Agreement (“**DDA**”) (defined below) with respect to the Property and proposed Project; and (2) if, and only if, the Parties memorialize their successful completion of the Preliminary Stage of the negotiations via a Preliminary Stage Feasibility Confirmation, the Parties will proceed to a DDA Stage of negotiations during which the Parties would negotiate and draft a comprehensive DDA setting forth the terms under which City would transfer the Property to Developer and Developer would develop the proposed Project on the Property and Developer and its successors and assigns, at its and their expense, would agree to operate the Project and rent the residential units therein to income eligible households at affordable rents in accordance with terms to be set forth in the DDA and a recorded Affordable Housing Covenant.

## A G R E E M E N T

City and Developer agree as follows:

### **1. NEGOTIATION PERIOD.**

1.1 Good Faith Negotiations. City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth in Section 1.2 below, to negotiate diligently and in good faith and endeavor to perform the tasks and due diligence necessary for successful completion of the Preliminary Stage, and if the Preliminary Stage conditions are satisfied, for the Parties to endeavor to complete the DDA Stage tasks which, if successfully concluded, would culminate in presentation of a comprehensive DDA to the City Council for its consideration and potential approval. City agrees, for the Negotiation Period, not to negotiate with, solicit offers or proposals regarding, or respond to inquiries from (other than to notify the inquiring party, person or entity that City is subject to an agreement to negotiate exclusively), any other person or entity regarding the conveyance of the Property and/or the development of the Property or any portion thereof. A DDA resulting from the negotiations hereunder shall become effective only if and after such DDA has been considered and approved by the City Council at a duly noticed public meeting called for such purpose. If a DDA is executed by City and Developer, the DDA shall thereafter govern the rights and obligations of the Parties.

#### 1.2 Negotiation Period Stages and Duration.

a. The negotiations shall be conducted in two stages, the combined duration of which shall not exceed twelve (12) months, plus extensions, if any, as provided in subsection (b) below (“**Negotiation Period**”). The “**Preliminary Stage**” of the Negotiation Period shall commence on the Effective Date and expire six (6) months thereafter, subject to potential extension as provided in subsection (b) below, or on the date the Parties execute a Preliminary Stage Feasibility Confirmation (defined below) whichever is earlier. During the Preliminary Stage, the Parties shall work together in good faith to (i) enable Developer, at its expense, to assess whether the proposed Project is feasible from a technical, financial, and operational perspective, and develop a preliminary site plan for the Project; and (ii) negotiate a proposed DDA Term Sheet (defined below). If, on or before expiration of the Preliminary Stage, either Party determines in its sole and absolute discretion that the proposed Project is impractical or infeasible or otherwise does not meet its needs and objectives, or if either Party determines that the key terms of a DDA Term Sheet as proposed by the other Party are unacceptable to such Party, then the Party making such determination may terminate this Agreement by written notice to the other Party. If, however, on or before expiration of the Preliminary Stage each Party determines in its sole and absolute discretion that the proposed Project appears to be feasible and is likely to meet such Party’s needs and objectives and that the DDA Term Sheet is acceptable to such Party, then the Parties shall memorialize the achievement of such milestones in writing (“**Preliminary Stage Feasibility Confirmation**”) and, in such event, the Parties shall proceed to the DDA Stage (defined below) of the Negotiation Period. If the Parties have not executed a Preliminary Stage Feasibility Confirmation by the expiration of the Preliminary Stage (as it may be extended as provided for in subsection (b) below), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except for those obligations which by their terms survive expiration or termination hereof. The “**DDA Stage**” of

the Negotiation Period shall commence, if at all, on the effective date of the Preliminary Stage Feasibility Confirmation and expire six (6) months thereafter, subject to potential extension as provided in subsection (b) below. During the DDA Stage, the Parties will endeavor to negotiate and draft a comprehensive DDA, including an Affordable Housing Covenant, and undertake the other DDA Stage tasks described in the Schedule of Performance attached hereto as Exhibit B.

b. Extensions. The Preliminary Stage and/or DDA Stage of the Negotiation Period may each be extended from time to time if the City Manager determines in his or her sole discretion that the Parties have made substantial progress toward meeting the performance milestones identified in this Agreement and in the Schedule of Performance to merit such extension. However, the cumulative total of all such extensions granted by the City Manager shall not exceed one hundred and twenty (120) days.

## **2. Negotiation Period Tasks and Milestones**

2.1 Preliminary Stage Tasks. During the Preliminary Stage of the Negotiation Period, Developer and City will undertake the tasks set forth in the Schedule of Performance attached hereto as Exhibit B, including endeavoring to negotiate and draft a mutually acceptable term sheet (“**Term Sheet**”) setting forth the key terms for inclusion in the proposed DDA. The Term Sheet will address, among other things, the following:

- a. Transfer value of the Property and the existing improvements thereon based on an appraisal methodology agreeable to the Parties;
- b. Transfer method (e.g. ground lease or fee transfer);
- c. Details of the proposed Project land use and operational characteristics, generally consisting of affordable housing units, which may potentially include permanent supportive housing for persons experiencing homelessness;
- d. Details of the proposed Project structures, in plan and elevation, along with conceptual renderings;
- e. Agreed-upon timelines for entitlements and documentation necessary for commencement of construction;
- f. Conditions precedent for close of escrow, including identification of all land use approvals, building permits, and construction contracts with a general contractor that Developer will have to obtain;
- g. Financing details, including any debt and equity financing that Developer may have to obtain, and appropriate evidence of debt and equity commitments that Developer will need to provide to City’s financial consultant prior to City’s consideration of a DDA for approval and prior to closing;
- h. City remedies, including reverter rights, if Developer fails to timely commence or complete construction of the proposed Project by specified dates;

i. The terms of the affordable housing covenant to be recorded against the Property, including the City’s remedies if Developer or its successors or assigns fails to continuously operate and maintain the Project as affordable rental housing following initial construction thereof;

j. Outline of the City entitlement process to be administered and processed separately from the DDA, the costs of which will be borne exclusively by Developer;

k. Developer’s review of a title report for the Property, to be obtained by Developer from a mutually agreeable title company, and resolution of any title objections; and

l. Developer’s due diligence investigations of the Property.

2.2 DDA Stage. If the Parties proceed to the DDA Stage of the Negotiation Period, then City and Developer, in addition to undertaking the other DDA Stage tasks as set forth in the Schedule of Performance, will endeavor to negotiate and draft a mutually acceptable DDA, including ancillary agreements, to be considered for approval by the City Council prior to expiration of the Negotiation Period.

**3. Costs Associated With the Negotiation Period Tasks**. Developer shall be solely responsible for the costs associated with preparing site plans, drawings, plans, or other graphic materials; conducting project financial feasibility analysis; obtaining a title report; undertaking physical and environmental investigations of the Property and improvements thereon, including an updated Phase 1 report (and, if recommended by the Phase 1, a Phase 2 report or other subsurface soil and/or ground water investigations); any CEQA analysis required for the proposed Project; and any and all land use entitlement and permitting costs. Except as otherwise provided above, each Party shall be responsible for bearing its own internal costs associated with the Negotiation Period including, without limitation, attorneys’ fees and staffing costs.

**4. Right of Entry and City Materials**.

4.1 Right of Entry. City shall provide Developer reasonable access to all portions of the Property and improvements thereon for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Property and otherwise to conduct the land use due diligence relating to the Project as contemplated hereunder, including, without limitation, the right to make borings to investigate the soils and environmental condition of the Property with the City’s prior approval and in exchange for appropriate Developer obligations to indemnify City and add City as an additional insured on Developer’s or Developer’s consultants insurance policies. Said right of access, and the associated insurance and indemnity requirements for invasive testing, shall be memorialized via an access agreement in a form reasonably acceptable to City.

4.2 City Materials. City will provide Developer the Phase 1 Environmental Site Assessment prepared by the ECA Group Environmental Consultants on August 23, 2023 and a title report for the Property and any other engineering, environmental reports and related data that Developer requests and that are in City’s possession, custody or control (collectively, “**City Materials**”). Any City Materials provided to Developer will be furnished without warranty of any kind and on the express condition that Developer will make its own independent verification

of the accuracy, reliability and completeness of such information as Developer deems appropriate, and that Developer will not rely on the City Materials.

**5. DEVELOPER INVESTIGATIONS AND STUDIES.** At no cost to City, Developer shall make available to City any reports prepared in connection with Developer's investigation, testing, or studies of the Property, including (i) all environmental reports, appraisals, geotechnical reports, surveys, marketing reports, lot studies and improvement plans; (ii) design concepts and draft land use and infrastructure plans and any other permits and approvals for any other land use entitlements; and (iii) any other relevant information or documentation relative to entitlement, approval or development of the Project ("**Third Party Materials**") by Developer or by any engineer, appraiser, or any other consultant retained by Developer or any of the Developer Parties as defined below (each, a "**Consultant**"). Once delivered to City, the Third Party Materials shall become the property of the City. At no cost to City, every report prepared by any Consultant performing an investigation or study of the Property shall name the City as an "intended user" or state that it was prepared for the City's use. Developer shall further include contractual language in all contracts with the Consultants producing such Third Party Materials by which those Consultants consent to future use of such Third Party Materials by City and its designees without payment by City or its designees. The provisions of this Section 5 shall survive the expiration or termination of this Agreement and shall apply whether or not the Parties proceed to the DDA Stage or enter into a DDA.

**6. ADDITIONAL DEVELOPER RESPONSIBILITIES**

6.1 Full Disclosure. Developer shall provide to City (a) the names of its principals, officers and/or those with managerial authority, joint venturers, negotiators, development managers, consultants and directly-involved managerial employees (collectively, "**Developer Parties**"); and (b) all other material information concerning Developer reasonably requested by City. Any material change in the identity of the Developer Parties shall be subject to the approval of City, which shall not be unreasonably withheld.

6.2 Project Cost and Revenue Documentation. Upon request by City, Developer shall provide City or its designees with development and operating assumptions related to Project costs and revenues by category, including detailed information regarding extraordinary Project costs of individual Project components and full disclosure regarding the potential methods of financing to be used in the acquisition of the Property and development of the proposed Project. Developer acknowledges that detailed information regarding such development and operating assumptions will be necessary in order for City and its financial consultants to evaluate the financial terms of the proposed DDA.

6.3 Progress Reports. Developer shall keep City advised as to the status of all work to be undertaken by or on behalf of Developer as described in the Schedule of Performance. Within ten (10) days following City's request, which may be made from time to time during the Negotiation Period, Developer shall submit to City a written progress report advising City on the status of all work being undertaken by or on behalf of Developer.

**7. CITY’S RESPONSIBILITIES**

7.1 City Assistance and Cooperation. City shall cooperate with Developer by providing full disclosure regarding City’s current actual knowledge of the existing condition of the Property or the improvements thereon. City shall share the City Materials with Developer.

**8. GENERAL PROVISIONS**

8.1 No Brokerage Fees. City shall not be liable for any real estate commission or brokerage fees which may arise from the proposed transfer of the Property or any portion thereof or interest therein. Developer represents and warrants to City that it has not engaged any broker, agent or finder in connection with the acquisition or development of the Property. Developer further agrees to indemnify, defend and hold City harmless from any claim by any other broker, agent or finder retained by, or alleged to have been retained by, Developer. Developer’s indemnity obligations under this Section 8.1 shall survive expiration or termination of this Agreement.

8.2 Notices. Any approval, disapproval, demand or other notice which either Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including personal delivery, or overnight courier, to the Party to whom the notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by notice.

To City: City of San Rafael  
1400 Fifth Avenue, Room 203  
San Rafael, CA 94901  
Attention: Cristine Alilovich, City Manager

With copies to: City of San Rafael  
1400 Fifth Avenue, Room 203  
San Rafael, CA 94901  
Attention: Robert Epstein, City Attorney

Burke, Williams & Sorensen, LLP  
1999 Harrison Street, Suite 1650  
Oakland, CA 94612-3520  
Attention: Gerald J. Ramiza, Esq.

To Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_



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Any notice shall be deemed received on the date of delivery if delivered by personal service, three (3) business days after mailing if sent by first class mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via overnight courier.

8.3 Limitations of this Agreement. By its execution of this Agreement, City is not committing itself to or agreeing to undertake: (i) disposition of the Property to Developer; or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof. This Agreement does not constitute a disposition of property by City. Execution of this Agreement by City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City as to any DDA, including affordable housing covenant, and all proceedings and decisions in connection therewith. In addition, nothing in this Agreement shall be construed to limit the application of CEQA to any DDA or the proposed Project or control the actions of City in meeting its CEQA obligations. In fulfilling its obligations under CEQA, City shall act independently, reserving full and complete discretion with respect to any such CEQA approvals without reference to this Agreement. City shall not be liable, in any respect, to Developer for its action or inaction in fulfilling its CEQA obligations. City will not consider the approval of any DDA or the proposed Project, unless and until it has fully reviewed and considered the environmental impacts in accordance with CEQA. City is not, and shall not be considered to be, obligated by this Agreement, or otherwise, to approve the proposed Project or any DDA, or any changes to the foregoing, or any other agreement. After CEQA review, City is not obligated, by this Agreement or otherwise, to adopt findings of overriding considerations for approval of or to take any other action in support of the proposed Project or any DDA or any changes to the foregoing, nor is City precluded from rejecting the DDA and/or proposed Project or from imposing mitigation measures as a condition of approval, which measures mitigate or avoid direct or indirect environmental effects of the proposed Project. If City rejects the DDA or proposed Project, this Agreement shall automatically terminate and, except for those obligations which by their terms survive termination hereof, neither Party shall have any further rights or obligations hereunder.

8.4 Integration. This Agreement contains the entire understanding between the Parties relating to the matters set forth herein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

8.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

8.6 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or

unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

8.7 No Assignment. The qualifications and identity of Developer are of particular concern to City. It is because of those unique qualifications and identity that City has entered into this Agreement with Developer. Accordingly, except as otherwise expressly provided below, Developer may not transfer or assign any or all of its rights or obligations under this Agreement except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole absolute discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void.

8.8 Successors and Assigns. Subject to the limitations on assignment set forth in Section 8.7 above, this Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, executors, personal representatives, nominees, successors and assigns.

8.9 Indemnity. Developer shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, elected officials, agents and representatives, harmless from, all third-party claims, demands, damages, defense costs or liability of any kind or nature arising directly or indirectly from the implementation of this Agreement, including any Property investigation and/or acquisition activities under Section 4 above, including damages to property or injuries to persons, accidental death, and reasonable attorneys' fees and costs, whether such activities or performance thereof be by Developer or its employees, agents, contractors or subcontractors and whether such damage shall accrue or be discovered before or after expiration or termination of this Agreement. Developer's indemnity obligations under this Section 8.9 shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death, to the extent (i) occasioned by the sole negligence or willful misconduct of City or its officers, employees, elected officials, agents or representatives; or (ii) related to the discovery or disturbance by Developer or its contractors, subcontractors or agents during due diligence of any pre-existing hazardous materials or hazardous substances on the Property. Developer's obligations under this Section 8.9 shall survive the expiration or other termination of this Agreement.

8.10 Confidentiality. Any information provided by Developer to City, including financial statements, pro formas and other financial projections (whether in written, graphic, electronic or any other form), that is clearly marked as "CONFIDENTIAL / PROPRIETARY INFORMATION" ("**Confidential Information**") shall be subject to the provisions of this Section 8.10. Subject to the terms of this Section, City shall use good faith diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 6253 *et seq.*) or other applicable local, state or federal law (collectively, "**Public Disclosure Laws**"). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only to the extent necessary to carry out the purpose for which the Confidential Information was disclosed.

Developer acknowledges that City has not made any representations or warranties that any Confidential Information received from Developer will be exempt from disclosure under any Public Disclosure Laws. In the event the City's legal counsel determines that the release of the Confidential Information is required by Public Disclosure Laws, or order of a court of competent jurisdiction, City shall notify Developer of City's intention to release the Confidential Information. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, City may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released. Developer further acknowledges that in connection with City Council's consideration of any DDA as contemplated by this Agreement, City will need to present a summary of Developer's financial projections, including anticipated costs of development, anticipated project revenues, and returns on cost and investment.

If any litigation is filed seeking to make public any Confidential Information, City and Developer shall cooperate in defending the litigation, and Developer shall pay City's reasonable out-of-pocket costs of defending such litigation and shall indemnify City against all costs and attorneys' fees awarded to the plaintiff in any such litigation. Alternatively, Developer may elect to disclose the Confidential Information rather than defend the litigation. Developer's obligations under this Section 8.10 shall survive the expiration or termination of this Agreement.

The restrictions set forth herein shall not apply to Confidential Information to the extent such Confidential Information: (a) is now, or hereafter becomes, through no act or failure to act on the part of City or its representatives, generally known or available; (b) is known by the City at the time of receiving such information as evidenced by City's public records; (c) is hereafter furnished to City by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by City without any breach of this Agreement and without any use of or access to Developer's Confidential Information as evidenced by City's records; (e) is not clearly marked "CONFIDENTIAL/PROPRIETARY INFORMATION" as provided above (except where Developer notifies City in writing, prior to any disclosure of the Confidential Information, that omission of the "CONFIDENTIAL/PROPRIETARY INFORMATION" mark was inadvertent), or (f) is the subject of a written permission to disclose provided by Developer to City.

8.11 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from it. The provisions of this Section shall survive the expiration or other termination of this Agreement.

8.12 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by both parties, shall constitute a binding agreement.

8.13 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

8.14 Authority. Developer and each person executing this Agreement on behalf of Developer does hereby covenant and warrant that (a) Developer is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Developer has and is duly qualified to do business in California, (c) Developer has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of Developer's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so. City and each person executing this Agreement on behalf of City does hereby covenant and warrant that (i) City is a municipal corporation duly established and validly existing under the laws of the State of California, (ii) City has full power and authority to enter into this Agreement and to perform all of City's obligations hereunder, and (iii) each person (and all of the persons if more than one signs) signing this Agreement on behalf of City is duly and validly authorized to do so.

8.15 Limitation of Remedies. In the event of an uncured default by either Party under this Agreement, the non-defaulting Party's exclusive remedy is to terminate this Agreement. In no event shall either Party have the right, and each Party expressly waives the right, to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) in the event of a default by the other Party under this Agreement.

8.16 Governing Law. This Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State of California without regard to conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set opposite their signatures. The effective date of this Agreement shall be the date this Agreement is signed by City.

DATED: \_\_\_\_\_, 2024

**CITY:**

**CITY OF SAN RAFAEL**, a California municipal corporation

By: \_\_\_\_\_  
Cristine Alilovich, City Manager

ATTEST:

\_\_\_\_\_  
Lindsay Lara, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert Epstein, City Attorney

DATED: \_\_\_\_\_, 2024

**DEVELOPER:**

**ABODE HOUSING DEVELOPMENT**, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

SITE MAP

519 4<sup>th</sup> Street outlined in yellow.

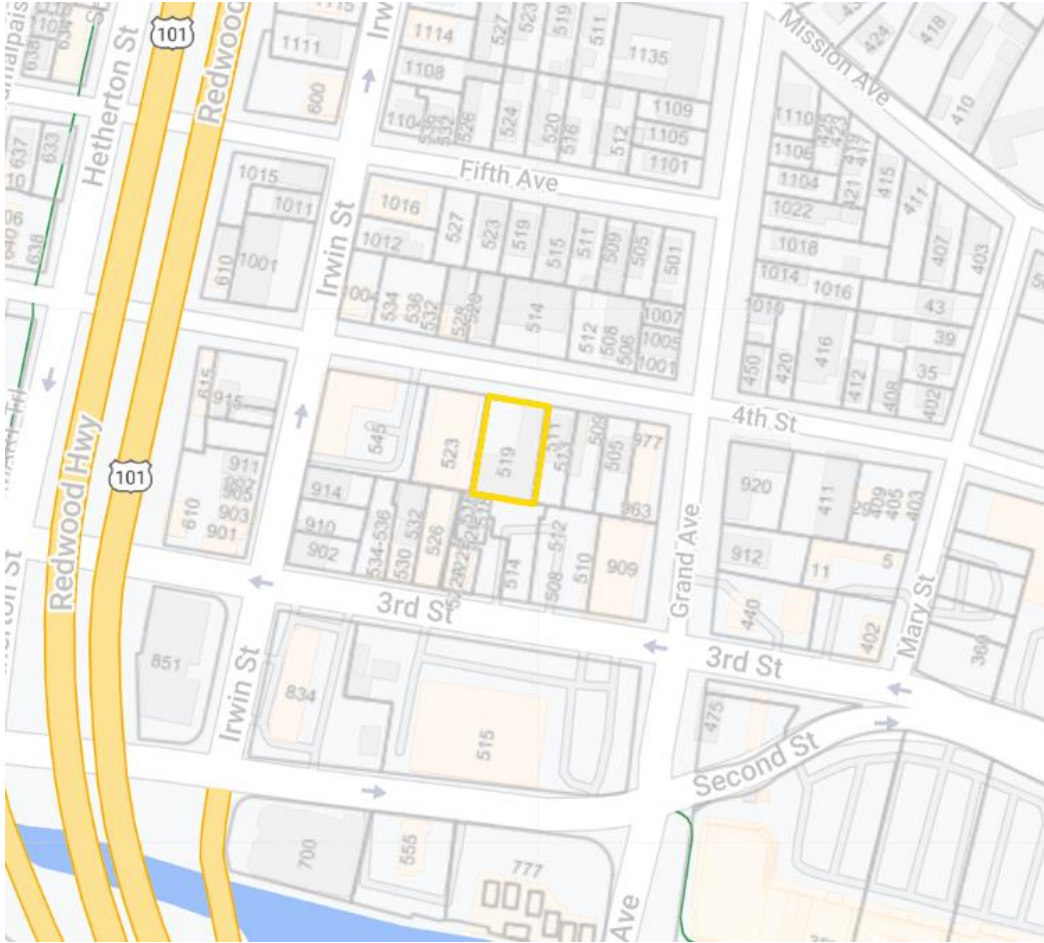


EXHIBIT B

SCHEDULE OF PERFORMANCE

<b><i>Preliminary Stage (6 months)</i></b>		
1.	Within 30 days of the Effective Date	Developer obtains a title report and retains a consultant qualified to perform a Phase I Assessment and (if necessary) a Phase II Assessment of the Property
2.	Promptly following Effective Date	Developer and City commence negotiation and drafting of Term Sheet
3.	Within 120 days after the Effective Date	Developer’s Consultants shall submit to City a Project description and planning/zoning analysis so that City may determine whether any CEQA exemption may apply to the proposed Project or, if applicable, undertake an Initial Study pursuant to CEQA to determine whether any CEQA documentation is needed for consideration of approval of the Project
4.	Prior to expiration of Preliminary Stage	Developer and City reach agreement on principal business terms of a proposed DDA as evidenced by a non-binding Term Sheet.
5.	Prior to expiration of Preliminary Stage	Developer and City memorialize successful completion of all Preliminary Stage tasks by executing a Preliminary Stage Feasibility Confirmation or Agreement terminates as provided in Section 1.2.
<b><i>DDA Stage*</i></b> <b><i>(6 months)</i></b>		
*DDA Stage applicable only if Developer and City have memorialized successful completion of all Preliminary Stage tasks.		
6.	Within 30 days following commencement of the DDA stage	Developer shall submit a financing plan, which shall include: <ul style="list-style-type: none"> <li>a) Development cost estimate and an updated operating budget</li> <li>b) Proposed resident income mix, including the location and type of permanent supportive housing for persons experiencing homelessness and any facilities associated therewith</li> <li>c) Sources and uses</li> <li>d) Application requirements and target dates</li> <li>e) Site access or control documents required</li> <li>f) Federal, state and local subsidies or funding</li> </ul>

7.	Within 30 days following commencement of the DDA stage	<p>Developer shall submit a proposed Project schedule, including deadlines for</p> <ul style="list-style-type: none"> <li>a) Project approvals &amp; entitlements</li> <li>b) Proposed project funding</li> <li>c) Building permitting</li> <li>d) Construction</li> <li>e) Occupancy</li> </ul>
8.	Within 30 days following commencement of the DDA stage	City shall commission an appraisal of the Property based on mutually acceptable appraisal valuation instructions, with the costs of such appraisal paid by the City.
9.	Prior to expiration of DDA Stage and, in any event, prior to City Council's consideration of a DDA	Developer and City negotiate and draft a proposed DDA



# Request for Proposals

For Development of New Affordable Housing



**RFP ISSUED:** 12/8/2023  
**RESPONSE DEADLINE:** 1/24/2024 at 5:00 pm Pacific Time

Electronic submittals are required. The City of San Rafael will designate the time of receipt recorded by our email [housing@cityofsanrafael.org](mailto:housing@cityofsanrafael.org) as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

All questions should be addressed to:  
Economic Development Department  
City of San Rafael  
1400 5th Ave  
San Rafael, CA 94901 415.485.3134  
[housing@cityofsanrafael.org](mailto:housing@cityofsanrafael.org)

The City of San Rafael does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

# Request for Proposals

## For Development of New Affordable Housing



### Introduction

The City of San Rafael (City) is soliciting proposals for the development of affordable housing on a city-owned property located at 519 4<sup>th</sup> Street. This site is in a prime location, within San Rafael's vibrant and walkable downtown, two blocks from San Rafael's Transit Center, and near multiple grocery stores and education facilities.

Project proposals should include the construction of permanently affordable housing serving one or more priority populations such as seniors, families, individuals, or people with special needs, including individuals and families formerly experiencing homelessness.

### Vision & Goals for the RFP

San Rafael is known for its natural beauty, mild climate, and proximity to employment centers within the San Francisco Bay Area, offering scenic views, outdoor recreation, and urban amenities. It is also a hub of innovation and creativity, celebrating its multicultural heritage and community spirit with events and community assets such as the Marin County Fair, Dia De Los Muertos festivities, the Downtown San Rafael Arts District, and the Falkirk Cultural Center.

The City of San Rafael is committed to meeting the housing needs of all its residents, including those with lower incomes or special housing needs. Housing & Homelessness is one of the [San Rafael City Council's four policy focus areas](#), including creating new housing and using a "Housing First" model. Sites such as this on publicly-owned land present some of the best opportunities in the city for deeply affordable units.

Successful proposals will increase the stock of affordable homes in San Rafael within this Regional Housing Needs Allocation (RHNA) cycle (2023-2031). The project should elevate the street frontage of the property through high quality design, reflecting a downtown neighborhood scale and standards set forth for T4 Neighborhoods in the [Downtown San Rafael Precise Plan](#).

The City of San Rafael is soliciting proposals from developers with this Request for Proposals (RFP). The City intends to use this competitive process to evaluate and select the best development vision and project at 519 4th Street that will benefit the City and its community members. The selected development partner will work in good faith with the City to enter into an Exclusive Negotiating Agreement (ENA) with the City that is expected to result in a Disposition and Development Agreement (DDA).

### Selection Timeline

Announcement	December 8, 2023
Virtual Developer Workshop	December 20, 2023, 3:00-4:00 PM
Deadline for emailed questions for City response	January 8, 2024; City responses by January 12, 2024
Responses Due	January 24, 2024 by 5:00 PM
Evaluation	January 25 - 31, 2024
Developer Team Interview(s) (if applicable)	February 6 - 13, 2024
Selection by the City Council	March 2024

This timeline is subject to change.

The City will hold a virtual developer workshop on December 20th from 3 to 4pm to review the RFP. Please email [housing@cityofsanrafael.org](mailto:housing@cityofsanrafael.org) for registration and with questions prior to the Workshop date. Additional questions will be accepted through January 8 via email, with responses posted to the City’s website by January 12, 2024.

Responses to this RFP must be received by Wednesday 1/24/2024 at 5:00pm. Finalists may be invited to a Developer Team Interview, then recommended for selection to the San Rafael City Council.

### Background

The subject property is located on a rectangular parcel addressed as 519 4th Street, Marin County APN 014-123-06, in San Rafael, California. The property parcel comprises 0.304 acres (13,278 square feet) on the south side of 4th Street, between Irwin Street to the west and Grand Avenue to the east. The subject property, acquired by the San Rafael Redevelopment Agency in 1983, is developed with an L-shaped commercial building and parking lot occupied by the City of San Rafael for police and fire department storage.

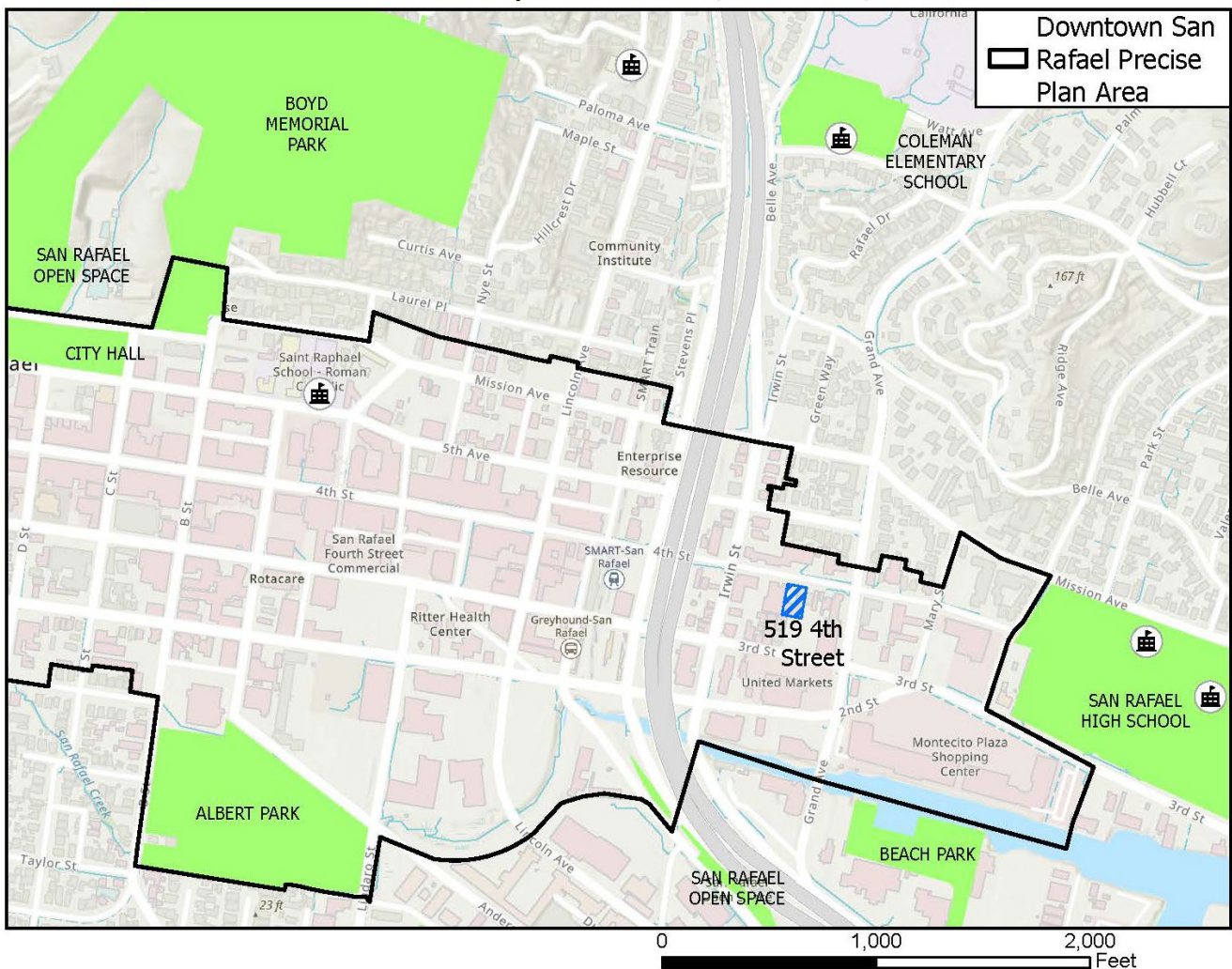
The property perimeters are defined by mixed-use commercial buildings to the south and west, a residential property to the east and Marin Shakespeare Company to the north. The subject property is located as shown on the Site Location Map below.

The property is subject to the [Downtown San Rafael Precise Plan](#), with a zone designation of T4N 40/50. This zone is defined as a walkable neighborhood environment of small-to-medium footprint, moderate-intensity mixed-use buildings and housing choices, supporting and within short walking distance of neighborhood-serving retail and services. This zone provides a transition in scale between the Downtown and adjacent residential neighborhoods, with a height base of 40 feet up and up to 50 feet per the Regulating Plan.

This is an opportunity to develop on a city property via an exemption under section 54221(f)(1)(A) of the California Surplus Land Act (Government Code sections 54220-54234). To be eligible for potential selection, a respondent must commit to (i) utilize at least 80% of the land area of the site for development of housing; (ii) cause not less than 40% of the units to be developed to be affordable to households whose incomes are equal to, or less than, 60% of the area median income for Marin County, adjusted for family size (AMI); and (iii) cause at least half of the units described in clause (ii) to be affordable to households whose incomes are equal to, or less than, 50% of AMI.

The site is being evaluated along with other sites as a potential temporary shelter for people experiencing homelessness. If development timelines permit, the City may seek an interim use as a temporary shelter for unhoused residents.

**Site Location Map – 519 4<sup>th</sup> Street, San Rafael, CA**





## **Proposal Requirements**

Successful proposals will include specific information regarding the developer's vision for the site, experience with the development of this type, and sufficient information to demonstrate the financial viability of the proposal.

All submissions should be concise and relevant to the RFP, and include the following information and documents:

### **1. Project Proposal**

- 1.1. Cover letter. Introduce the development team, outline the developer's intent and project objectives. Clearly state the target population(s) to be served (e.g. seniors, families, individuals, or people with special needs, including individuals and families formerly experiencing homelessness).
- 1.2. Project overview and vision. All proposals should include a written description of the proposed development concept, including layout, size, key design elements and materials, scale of development (number and type of residential units and amount of area devoted open space), and information describing the proposed character and quality of the development. Applicants are encouraged to discuss how Green Building elements will be incorporated in the proposed project.
- 1.3. Site design concept & proposed construction type. Articulate the design concept through at least three visual examples of comparable project designs.
- 1.4. Affordability levels and a description of how the program meets City goals of long-term affordability. The developer must agree to enter into a deed restrictive covenant on the affordable housing units.
- 1.5. Accessibility features specific to the needs of the target population. For example, detail the number of units to be mobility accessible or adaptable.
- 1.6. Services plan. If the project profile includes permanent supportive housing or housing for people with special needs, respondents must include descriptions of any relevant design and operational or service components in the submittal. Include information on proposed service partnerships.
- 1.7. Projected project development timeline and milestones. A timetable should be provided, showing projected start-dates and completion-dates for developer due diligence and all major design and site planning activities, including use and design approvals, completion of construction drawings and building permits, property acquisition, and start and completion of construction. The developer is strongly encouraged to submit a planning application within 15 months of proposal selection.
- 1.8. Any other information that would help the selection team understand and evaluate the development proposal.

### **2. Developer Team Qualifications**

- 2.1. A brief description of each entity in the Developer team and tax filing status, including any planned non-profit partnerships.
- 2.2. Qualifications and experience of entities involved in the project and roles of each entity, including company profiles and staff leads.
- 2.3. Information on staff working on the project, including experience with similar projects.
- 2.4. List of previous similar work including client, property location, number of units, and type of financing (Federal, State, and local).

- 2.5. Three client references for past development projects. References should include the following information:
- Client contact person's name, title, organization, physical and email address, telephone number, and the project(s) that were completed under the client's direction.
  - Brief project description, including number of units and populations served.

### **3. Financials**

- 3.1. Project pro-forma. The proposals must include a preliminary financing plan, an estimate of total project development costs, and a preliminary pro-forma analysis of gross and net income expected. The anticipated rental cost range for residential units, or sales price range, if applicable, should be included.
- 3.2. Operating budget projection. For rental projects, provide a 20-year operating budget.
- 3.3. Property acquisition offer. Proposals should contain the developer team's proposed purchase or ground lease structure and pricing for acquisition of the site from the City.
- 3.4. Disposition of the completed development. Proposals should indicate whether the developer intends to sell portions or all of the completed improvements or retain ownership. If the developer intends to retain ownership, please provide information on experience leasing and managing properties similar to the proposed development.

### **4. Financial Capacity of Developer**

All respondents, regardless of their status as public or privately held companies must provide evidence of sufficient financial strength to undertake and successfully complete a project of the scale proposed, and certain disclosures including all of the following categories. Respondents may choose to provide some or all of their responses to these items as "Confidential Information" and submit them as provided at the end of this section.

- 4.1. Financial statements of the most recent calendar or fiscal year, for the development entity or for each of the principal parties (in the case of a company formed specifically for the project).
- 4.2. Letters from the developer's lenders attesting to the developer's capacity to undertake this project, including the available capacity of lines of credit.
- 4.3. List and explain any litigation or disputes that the development entity, or any named individual in the proposed project, is involved in that could result in a financial settlement having a materially adverse effect on the ability to execute this project.
- 4.4. List of all projects that the development entity is currently involved in, and highlight those that are located within the site's market area.
- 4.5. State whether the development entity, or any of the named individuals in the proposed project, ever filed for bankruptcy or had projects that have been foreclosed. If yes, please list the dates and circumstances.

### **Confidentiality**

The City recognizes the sensitive nature of certain financial information requested in this section. Any financial information that the respondent wishes to be confidential should be submitted under separate cover with the response to this RFP, marked "Confidential" and submitted in hard copy, sent via overnight courier service with signature required to Gerald J. Ramiza, Partner; Burke, Williams & Sorensen, LLP; 1999 Harrison Street, Suite 1650; Oakland, CA 94612-3520. During the RFP review process, the City may request to receive additional information regarding the pro forma in a Microsoft Excel table format to

facilitate review.

### Scoring Criteria

City staff will utilize the following scoring criteria in making its recommendations to the City Council.

#### Scoring Summary

Written RFP	
1. Project Proposal	40 possible points
2. Developer Team/Personnel	30 possible points
3. Financials	30 possible points
Oral Interview (selected written proposals)	
4. Interview performance	Rank choice scoring

### Scoring Considerations

Respondents are to provide complete and detailed responses to all items in the Proposal Requirements section above. Submittals that are incomplete may be rejected as being non-responsive. The written submittals should be prepared in sequential order as outlined above. The City reserves the right to request clarification of any aspect of a submittal or request additional information that might be required to properly evaluate the submittal.

Unless the City establishes a different timeline, proposers will be required to provide responses to any request clarification within three (3) business days. Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall in no way diminish a respondent's responsibility to submit a proposal that is current, clear, complete, and accurate.

### Relevant Resources

The City of San Rafael has adopted a [Downtown Precise Plan](#). Chapter 9 of that Plan contains a [Form Based Code](#) that provides information on context and development standards. The site is also governed by the City's [General Plan 2040](#).

A [Phase 1 Environmental Site Assessment](#), commissioned by the City, was completed on August 23, 2023 by The ECA Group Environmental Consultants and is available for review.

A Condition of Title report has been commissioned by the City and will be made available to respondents to the RFP.

The City of San Rafael intends to support project development at this site with technical assistance and will consider requests for funding within the City's standard processes for available resources. Any City funding for this and other potential affordable housing developments throughout the City will be awarded through a competitive process. The City's affordable housing resources are outlined on the Community Development Department's website: <https://www.cityofsanrafael.org/funding-for-housing-projects/>.

## **Questions**

All questions should be directed to the contact listed below:

Economic Development Department

City of San Rafael

1400 5th Ave

San Rafael, CA 94901 415.485.3134

[housing@cityofsanrafael.org](mailto:housing@cityofsanrafael.org)

## **Disclaimers / Acceptance / Rejection of Submittals**

The City reserves the right to suspend, amend or modify the provisions of this RFP; extend the submission deadline; reject all proposals; select a respondent who does not achieve the highest points score; and negotiate modifications of proposals, project terms and/or features. The final decision on selection of a preferred developer, if any, for the site will be made by the City Council.

While the dates and schedule stated in this RFP represent the City's preferred timetable, it shall not be considered binding on the City. The submission of a response to this RFP shall not be binding upon the City nor construed as a contract with or a commitment by the City. The City reserves the right to make decisions as to which proposal, if any, it deems in the City's best interest.

The City will not pay any costs incurred in the preparation of a response to this RFP. The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its response.

## **Minimum City Contracting Requirements**

Any DDA or other similar agreement that the City enters into with a successful respondent will require the organization to maintain insurance coverage for the organization and its employees and for the property controlled by the City. The City of San Rafael will require each organization to carry the following minimum insurance:

- Commercial general liability insurance policy in the amount of \$2,000,000 (\$5,000,000 aggregate). The City of San Rafael shall be named as an additional insured on the commercial general liability policy.
- Commercial automobile liability policy including non-owned and hired automobile, in the amount of \$1,000,000 and Workers Compensation as required by state law. The City of San Rafael shall be named as an additional insured on the automobile liability policy.
- All the above policies shall be payable on a per occurrence basis.
- Contractors may also be required to carry errors & omissions, professional liability, and/or builders risk insurance.





**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Fire

Prepared by: Quinn Gardner, Deputy Director of  
Emergency Management

City Manager Approval: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'Q Gardner', written over a horizontal line.

**TOPIC: AUTHORIZED AGENTS FOR FEMA AND CALOES DISASTER AND GRANT FUNDS**

**SUBJECT: CALIFORNIA OFFICE OF EMERGENCY SERVICES RESOLUTION DESIGNATING AUTHORIZED AGENTS TO EXECUTE ON BEHALF OF THE CITY OF SAN RAFAEL AGREEMENTS TO OBTAIN FEDERAL FINANCIAL ASSISTANCE FOR EXISTING AND FUTURE GRANT PROGRAMS**

**RECOMMENDATION:**

Adopt the California Office of Emergency Services Resolution (Form OES-FPD-130) designating authorized agents to execute on behalf of the City of San Rafael agreements to obtain federal financial assistance for existing and future grant programs.

**BACKGROUND:**

On April 15, 2019, the City Council adopted Resolution 14658 authorizing the Finance Director, Fire Chief, and Emergency Management Project Manager to execute all documents required to accept and obtain hazard mitigation and pre-disaster mitigation grant funding. This resolution was valid for three years.

On September 16, 2019, the City Council adopted Resolution No. 14724 adding the Director of Public Works to the designated applicants agents list on Cal OES Form 130. This resolution was valid for three years.

On June 21<sup>st</sup>, 2022, the City Council adopted Resolution No. 15096, which established the Administrative Service Director, Fire Chief, Deputy Director of Emergency Management, Director of Public Works, and City Manager as authorized agents.

**ANALYSIS:**

CalOES and FEMA require the City Council to authorize, via resolution, a list of titles to serve as Authorized Agents in matters relating to disaster response, recovery, pre-disaster mitigation grants (PDM), hazard mitigation grants (HMPG), and planning. Authorized agents can act as signature authorities and validate and receive funds from CalOES and FEMA.

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

The updated designations on the CalOES 130 form will address title changes of the authorized agent list and validate the signature authority for three years from the date of the resolution. The changes include reinstating the Finance Director and removing the Administrative Service Director and adding the Assistant City Manager(s) as authorized agents.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**OPTIONS:**

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

1. Adopt resolution.
2. Adopt resolution with modifications.
3. Do not adopt the resolution and provide direction to staff.

**RECOMMENDED ACTION:**

Adopt the California Office of Emergency Services Resolution (Form OES-FPD-130) designating authorized agents to execute on behalf of the City of San Rafael agreements to obtain federal financial assistance for existing and future grant programs.

**ATTACHMENTS:**

1. Resolution (Form OES-FPD-130)



Cal OES ID No: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
 (Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_  
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
 (Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
 (Name of Applicant)

correct copy of a resolution passed and approved by the \_\_\_\_\_  
 (Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
 (Name of Applicant)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)



### Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Joanna Kwok, Assistant Public Works Director  
April Miller, Public Works Director**

**City Manager Approval:** 

**TOPIC: CITYWIDE STORM DRAIN PLAN PROJECT**

**SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS (S&W) TO DEVELOP SAN RAFAEL'S CITYWIDE STORM DRAIN PLAN, IN THE AMOUNT NOT TO EXCEED \$331,303, AND APPROPRIATE FUNDS FOR THE AGREEMENT**

**RECOMMENDATION:**

Authorize the City Manager to enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to develop San Rafael's Citywide Storm Drain Plan, in the amount not to exceed \$331,303, and appropriate funds for the agreement.

**BACKGROUND:**

The City of San Rafael's storm drain system undergoes routine maintenance and incremental repairs as part of the Annual Corrugated Metal Pipe (CMP) replacement program. Current maintenance activities and CMP replacements, which are identified during routine storm drain systems maintenance, are prioritized based on available resources, such as staff time and funding. Additionally, the storm drain system's aging infrastructure and the need for additional capacity due to environmental changes require immediate attention. As such, City staff recommends developing a comprehensive storm drain systems plan summarizing the conditions and needs of the existing storm drain system and prioritizing recommended improvements and maintenance measures.

**ANALYSIS:**

The Citywide Storm Drain Plan (CSDP) will deliver a comprehensive storm drain systems plan based on a phased approach. The CDSP will determine system needs, associated costs, and priorities for consideration during the programming of future Capital Improvement Program (CIP) projects. Phase one would consist of data collection and assessing the current condition of our storm drain system, as well as developing a maintenance and inspection plan to improve resilience against flooding events. Phase Two would include drafting the City's drainage design standards. Phase Three consists of optional tasks that may be included in the project's scope in the future, such as modeling to evaluate the performance of the drainage system and identifying locations of capacity deficiency. The CSDP will assist in coordinating storm drain improvements to avoid cutting into newly paved streets, updating condition

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

assessment, developing drainage models, CIP planning, financial & asset planning, and making considerations for sea level and groundwater rise.

The City released a Request for Proposals (RFP) for this project on February 6, 2024, and received four proposals from qualified firms. All firms were evaluated by City staff based on criteria specified in the RFP, including, but not limited to, completeness of the proposal, relevant experience and success in similar projects, experience and quality of project team, understanding of the project scope of work, ability to meet deadlines and operate within budget, and references by former clients on similar projects. City staff found Schaaf and Wheeler Consulting Civil Engineers (“S&W”) and their sub-consultants to be the most qualified consultant team for this project. S&W’s proposal was found to be complete and within industry standards.

The recommended professional services agreement with S&W will provide professional services associated with developing San Rafael’s Citywide Storm Drain Plan, including project management, field verification, inventory, and condition assessment of the City’s drainage system, development of stormwater projects to be included in the City’s Capital Improvement Program, and delivery of a draft and final storm drain CSDP report.

**FISCAL IMPACT:**

The Citywide Storm Drain Plan is identified in the 2023-24 Capital Improvement Program. This agreement will be funded with an appropriation of \$331,303 from available fund balance with the Stormwater Fund (205).

**OPTIONS:**

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

1. Authorize the City Manager to enter into the agreement and budget appropriation as recommended.
2. Do not authorize the City Manager to enter into the agreement nor budget appropriation and provide further direction to staff.

**RECOMMENDED ACTION:**

Authorize the City Manager to enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to develop San Rafael’s Citywide Storm Drain Plan, in the amount not to exceed \$331,303, and appropriate funds for the contract.

**ATTACHMENT:**

1. Draft PSA with Schaaf & Wheeler Consulting Civil Engineers to develop Citywide Storm Drain Plan



**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE CITY OF SAN RAFAEL  
AND  
SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS  
FOR CITYWIDE STORM DRAIN PLAN SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS, a California corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

A. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**NOW, THEREFORE**, the parties hereby agree as follows:

**AGREEMENT**

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated April 26, 2024 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** for Phase

1 and Phase 2, at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$331,303.

**CONSULTANT** will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate 30 months from Effective Date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Joanna Kwok is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Robin Lee is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** 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 **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'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 **CONSULTANT'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 **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement,

**CONSULTANT** 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. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. 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.

11. **NONDISCRIMINATION.**

**CONSULTANT** 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.

12. **COMPLIANCE WITH ALL LAWS.**

**CONSULTANT** 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. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** 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.

13. **NO THIRD PARTY BENEFICIARIES.**

**CITY** and **CONSULTANT** 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.

14. 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**'s Project Manager:

Joanna Kwok/ Assistant Public Works Director  
111 Morphew Street  
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Robin Lee  
4699 Old Ironsides Dr, Suite 3  
Santa Clara, CA 95050

15. INDEPENDENT CONTRACTOR.

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

16. 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 **CONSULTANT** 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 **CONSULTANT** 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.

17. SET-OFF AGAINST DEBTS.

**CONSULTANT** agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance,

agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. 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.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

**CONSULTANT** shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** 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 **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

*[Signatures are on the following page.]*

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

**CITY OF SAN RAFAEL:**

**CONSULTANT:**

\_\_\_\_\_  
CRISTINE ALILOVICH, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_

APPROVED AS TO FORM:  
**Office of the City Attorney**

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

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

\_\_\_\_\_  
By: GENEVIEVE COYLE,  
Assistant City Attorney

[If CONSULTANT is a corporation, add  
signature of second corporate officer]

ATTEST:  
**City Clerk**

\_\_\_\_\_  
By: \_\_\_\_\_

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

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

\_\_\_\_\_  
LINDSAY LARA, City Clerk

DRAFT



**EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

DRAFT

## Scope of Work – PHASE 1

### **Task 1. Project Management**

Project management is a critical task to ensure that the master plan is completed on time and within budget. Any issues will be brought up as they arise and summarized in bi-weekly meetings.

#### Task 1.1 – Kickoff Meeting

Kickoff meeting will be attended by two (2) Schaaf & Wheeler staff. It is recommended that kickoff for maintenance and operation be held separately. This meeting can be in person or held virtually.

#### Task 1.2 – Meeting with Maintenance Staff and Site Walk

Two members of Schaaf & Wheeler will attend a half day site walk with maintenance staff to visit hot spot locations and nuisance drainage issue locations to get an understanding of where the priorities are within the stormwater infrastructure.

#### Task 1.3 - Monthly Progress Report

Monthly invoices will be submitted with excel budget tracking. Any issues, concerns, or delays will be brought up via email.

#### Task 1.4 – Bi-Weekly Status Calls

A re-occurring meeting will be held to ensure project remains on schedule and budget. These meetings will range from 30 minutes to one hour depending on the amount of ongoing work at the time. It is assumed that S&W is in attendance at these meetings, but not all the subconsultants. If required – subconsultants can be invited to specific meetings, but it is not intended that they are on every call.

#### Task 1.5 - Presentations

During Phase 1, two presentations will be made to City Council. The first will be to describe the upcoming work and anticipated outcomes. The second meeting will be to present the findings along with the financial implications of the condition improvement CIP and the operation and maintenance plan needs. Additional presentations for the Phase 2 work are scoped in the optional tasks.

*Duration of the entire project is projected to be 30 months, broken down as follows:*

- *Phase 1: 18 months*
- *Phase 2: 3 months*
- *Phase 3: 12 months (concurrent with Phase 2)*

*Deliverables: Monthly invoices with tracking spreadsheet, bi-weekly meeting notes, 2 council presentations*

### **Task 2. Data Inventory and Field Data Collection Plan**

Identifying data gaps is a critical step to improving GIS data that will ultimately be the basis of hydraulic modeling efforts and tracking maintenance. While it appears that most of the linework and structures are mapped, it is not clear how many of the necessary attributes are recorded. Schaaf & Wheeler will recommend the necessary data to collect in the field, such as diameter, material, depth, and type. This information will be drafted into a simple fieldwork plan. The plan will likely include the following:

### Task 2.1 – Storm Drain Infrastructure Inventory

Schaaf & Wheeler will review the existing GIS data and develop statistics of what information is available in the GIS data and what data is missing (such as pipe diameter, structure depth, material type, etc.). Schaaf & Wheeler will work with maintenance and engineering staff to understand what areas of the City are in most need of updated GIS data.

### Task 2.2 – Field Data Collection Plan

Based on Task 2.1, Schaaf & Wheeler will develop a field data collection plan that highlights what information to collect and provides Survey123 forms so that the City's field crews can collect the information in the field. The field data collection plan will be used to guide where the topside investigations for condition assessment focus their fieldwork. The data collection fieldwork for modeling is under Phase 3, Task A. Part of this effort will be to identify areas of unknowns, and if readily available as-built information exists, update the GIS. This task is limited to three (3) days of an engineer updating the GIS information based on as-builts.

*Deliverables: Draft and final field data collection plan and recommended Survey123 set up. Updated GIS data based on 3 days of desktop work to update with readily available as-built information*

### **Task 3. Condition Assessment**

Condition assessment will be conducted in three parts – topside field investigations, CCTV, and pump station assessments. The scope assumes two (2) Schaaf & Wheeler employees in the field. If the City identifies an intern with time, only the hours of an engineer will be billed to the City.

We are recommending two weeks of topside field investigations, of which one day can be dedicated to the City's green infrastructure. This will collect a subset of information from the City's system.

### Task 3.1 – Topside Condition Assessment and Field Verification

Schaaf & Wheeler's team will spend up to two weeks in the field collecting the following information in Survey123:

- Infrastructure damage (inlets, manholes, culverts, etc.)
- Debris or sediment in storm drainage infrastructure
- Measure inverts and pipe sizes
- Pipe material (CMP, RCP, etc.)
- Depth of structure
- Infrastructure not currently mapped
- Channel erosion, debris or sediment deposition, and vegetation
- Channel shape (bottom width, height, top width)
- Signs of water damage or high water

The remaining pipes requiring inspections will go into the maintenance plan recommendations. It should be noted that this scoped will not be able to achieve inspections of the entire City's system. Instead- a subset will be used to try and determine the financial needs to the entire system.

### Task 3.2 – Identify and Develop Maps for CCTV Crews

Based on Task 3.1, Schaaf & Wheeler will develop field maps for the CCTV crews to collect additional data in areas that showed condition related issues. This effort will also focus on areas of CMP that are known to be issues and City highlighted areas of existing issues.

### Task 3.3 – CCTV (2 weeks)

It is estimated that the CCTV crew will be able to collect between 10,000 to 15,000 linear feet of pipe over a two-week period. **Cleaning is not included in this scope** as more detail is needed in terms of the source of water and dumping practices that would be used. Instead, CCTV data will collect as much as possible and pipes that are impacted with heavy debris and sediments will be noted.

If the crews conduct routine maintenance prior to the wet season, we recommend trying to take advantage of cleaning that the City already has in place. These obstructed pipes can either be cleaned during this project for a separate fee, or be added into the SDMP as condition-related capital improvement projects. The percentage of pipes requiring further maintenance will be used to develop the City's maintenance plan.

### Task 3.4 – Pump Station Condition Assessment

Schaaf & Wheeler perform a pump station condition assessment on the City's pump stations (11 of the 12 since San Quentin station is relatively new- no significant effort is anticipated at that station). The assessment will be based on existing available data, site visits, and discussions with City staff. The assessment and analysis will include:

- Data review
- Mechanical, electrical, and SCADA condition assessment:
- Pump station capacity assessment
- Evaluation of sea-level-rise impacts to determine if increased tidal elevations will require upgrades to the pump station to provide adequate capacity
- Safety, access, and code assessment
- Force main assessment (if accessible)
- Cost estimates

If pump station capacity improvements are needed to provide the desired level of service, Schaaf & Wheeler will utilize the hydraulic models in Phase 3 to evaluate the interaction between the pump stations and the gravity collection systems. Pump station capacity improvements will be modeled to help determine the optimal number and size of pumps, while keeping system performance and energy efficiency in mind. If detailed hydraulic modeling is not conducted, then high level HEC-HMS watershed models can be developed to determine the conservative flows to the pump stations without pipe attenuation.

### Task 3.5 – Pump Station Condition Assessment Tech Memo Draft and Final

Schaaf & Wheeler will put findings from Task 4.4 into technical memorandum that will support the Master Plan Report. Near-term and full rehabilitation costs will be included.

*Deliverables: CCTV maps, GoPro inspection pictures, CCTV video inspections, draft and final pump station assessment report with recommended rehabilitation and associated costs*

## **Task 4. Development of Stormwater Projects for the City's Capital Improvement Plan for Condition Related Project**

Once the condition assessment and maintenance plans are completed, Schaaf & Wheeler will develop a capital improvement plan for the Phase 1 SDMP. The projects will include condition, maintenance, and rehabilitation. Projects will be prioritized so that high-priority projects are completed within the first 5 years and moderate-priority projects are completed within 10 years.

#### Task 4.1 – Develop Condition Related Projects

A NASSCO-certified team member will spend one week reviewing the fieldwork pictures and CCTV videos to provide a rating (1 to 5). The assessed conditions will include:

- Signs of water damage or high water
- Infrastructure damage (inlets, manholes, culverts, etc.)
- Maintenance issues
- Invert measurements and pipe sizes
- Pipe material (CMP, RCP, etc.)

#### Task 4.2 – ROM for Projects

Range of magnitude project costs will be developed for those identified in Task 5.1. Projects, unit costs, and project costs will be detailed in an excel matrix.

*Deliverables: Matrix detailing condition assessment of pipe segments with NASSCO rating and proposed rehabilitation or repair and ROM costs*

#### **Task 5. Development of Maintenance and Inspection Plan:**

The overall goal of this task is to provide the City with a plan for inspecting and maintaining its storm drainage infrastructure, ensuring that it operates effectively and efficiently. To meet this goal, NCE will 1) review existing operations, 2) identify gaps in current operations, 3) provide programmatic recommendations for improved operational and maintenance practices, and 4) develop an annual work plan.

#### Task 5.1 – Obtain and Review Existing Maintenance Information

NCE will review existing information readily available from the City (storm drain maintenance records, existing maintenance activities, system configuration, asset management system, and existing storm drain geodatabase) to identify the type, amount, location, condition, etc. of assets and level of ongoing maintenance and inspection activities.

#### Task 5.2 – Kickoff Meeting with Maintenance Lead

NCE will then facilitate a maintenance program kickoff meeting with key engineering, road operations, and other maintenance staff to discuss our review, and to confirm ongoing activities, resources, challenges, and gaps. The focus will be to determine what is working and not working with current activities, procedures, tools, and reporting, and to define a vision and goals specific to inspection and maintenance.

#### Task 5.3 – Field Meetings with Individual Crews

We anticipate needing to facilitate one (1) field meetings with field or maintenance staff to discuss procedures, equipment, and problem areas.

#### Task 5.4 – Inspection and Maintenance Criteria

Based on these meetings, NCE will define inspection and maintenance criteria that will guide future prioritization and be documented in the maintenance and inspection plan (Plan). The focus will be to create a rapid and repeatable process, based on sound criteria, that ensures the City identifies what assets need to be inspected and maintained and when those activities need to happen.

#### Task 5.5 – Draft Plan

NCE will prepare a Draft Plan for the City that will include programmatic recommendations, program vision and goals, inspection and maintenance selection criteria, annual work plan,

tracking and reporting recommendations, and estimated costs for implementation. The Draft will be submitted to the City for review and comment.

#### Task 5.6 – Comment Review Meeting

The City will provide one consolidated set of comments to NCE for review prior to NCE facilitating a Draft Plan meeting.

#### Task 5.7 – Final Plan

Following the meeting, NCE will prepare the Final Plan for submittal to the City.

#### Task 5.8 – Project Management

NCE will coordinate with Schaaf & Wheeler and the City on invoices, deliverables, and schedule.

*Deliverables: Draft and final maintenance and inspection plan*

### **Task 6. Report Drafting and Delivery**

The Phase 1 SDMP will serve as a tool for the City to use in the future to maintain and repair the storm drain infrastructure. The Phase 3 SDMP will serve as a tool for the City to seek funding for larger capital improvement projects and plan for future capacity limitations due to increased precipitation and sea level rise due to climate change. Both reports will outline a program of improvement projects over the course of the next 10 years that are conceptually designed and have anticipated construction costs.

The Phase 3 Report is not scoped in detail as it will be based on optional tasks and the development of an H&H plan.

#### Task 6.1 – Phase 1 Draft Report

A Draft Master Plan will be developed for condition related capital improvements as well as ongoing maintenance needs. The plan will be based on the topside assessment, CCTV data, pump station assessment, and maintenance program. Costs will be included along with suggested annual spending and possible funding mechanisms. Financial analysis is included into the optional tasks and is best conducted once the capacity related projects from H&H are developed.

#### Task 6.2 – Review Meeting

We recommend a review meeting after draft reports are reviewed and consolidated comments compiled.

#### Task 6.3 – Final Phase 1 Report

After the review meeting, Schaaf & Wheeler will finalize the report for the City.

*Deliverables: Draft and final SDMP Phase 1 Report*

## PHASE 2

### **Task 7. Drainage Design Standards**

Because the County is currently developing a drainage manual, we are recommending that this task be part of the Phase 2 to allow the County to get to a Draft document. The drainage design standards will be used to guide the H&H effort that is also in Phase 3.

#### Task 7.1 – Review Draft County Drainage Manual

Schaaf & Wheeler will review the Draft County Drainage Manual and compare the guidance to the City’s existing standards, conditions of approval, and municipal code. It is understood that the City does not have specific drainage standards at this time as most of the development is in-fill.

#### Task 7.2 – Review Existing’s Drainage Standards

Schaaf & Wheeler will review relevant drainage codes such as MCSTOPPP, municipal code, and other local jurisdictions and propose recommended improvements and point out any inconsistencies with the County’ Drainage Manual.

#### Task 7.3 – Draft City Design Standard Document

Schaaf & Wheeler will draft a “user -friendly” guidance document for s developers to use to analyze and appropriately size drainage infrastructure. In addition, document will reference additional drainage requirements such as MCSTOPPP water quality treatment measures. Guidance document will also reference areas that are susceptible to sea level rise (SLR) and provide references to relevant guidance documents such as San Francisco.

#### Task 7.4 – Final City Design Standard Document

A meeting will be held 2 weeks after submitting the Draft Drainage Standards to go over consolidated comments from the City. After the meeting, Schaaf & Wheeler will revise and finalize the guidance document.

*Deliverables: Draft and final “user-friendly” stormwater design standards*

#### Task 7.5 – Presentations to the Development Community

Up to two (2) presentations will be given to educate the development community, city council, public works staff, and business associations of the new drainage standards and how they impact development.

*Deliverables: Draft and final presentations*

## PHASE 3 – OPTIONAL TASKS

### **Task A. Field Data Collection**

Two (2) Schaaf & Wheeler staff will spend up to two weeks in the field collecting missing GIS data that is important for the H&H modeling under Task B. Data will be collected in Survey123 and then updated by GIS analyst in the office.

### **Task B. Hydraulic/Hydrologic Modeling and Assessment – 1D**

Schaaf & Wheeler will prepare a simplified, one-dimensional model of the City system that include pipes 18 inches and greater. More detailed analysis in two-dimensional modeling efforts is included under Task C in the low-lying focus areas.



It should be noted that hydraulic modeling efforts will be focused on internal drainage and not focused on shoreline protection. Modeling efforts will assume that shoreline protection is improved in the future and focus on how internal runoff will be conveyed into the receiving bodies with higher tide elevations.

The following readily available data will be used to develop a comprehensive model for the City of San Rafael:

- NOAA precipitation statistics – rainfall depths
- San Francisco Bay Tidal Datums and Extreme Tides Study – tide elevations
- Marin County LIDAR – topography
- National Land Cover Data Set – land cover and impervious area
- GIS measure down depth – invert elevations
- Pump records – pump curves
- City Zoning GIS layer – future land use conditions

Maintenance records and hot spots can be used to validate the model results. We recommend reviewing model results with maintenance staff to verify that model results are similar to what maintenance crews experience in heavy rainfall events.

Capacity limitations will be identified for the 10-year storm event with mean higher high (MHHW) tide elevation (unless the County manual suggests alternative design standard). Proposed improvements, such as increased pumping capacity, upsized conduits, and parallel pipe networks, will be among the CIPs identified to address the design storm deficiencies. Where feasible, green infrastructure options will be recommended, which can increase grant funding potential of projects. Future development and climate changes related to precipitation and rainfall will be run on the proposed CIP model to see if CIPs are resilient to midcentury predictions. The improvement projects will not be changed, yet noted in the concept that resilience should be designed into the project if it is shown to be needed.

#### **Task C. Focus Studies (4 locations) 2D Modeling**

Schaaf & Wheeler will develop up to four (4) focus studies for the neighborhoods that chronically flood or just known nuisance areas. These will serve as attachments to the overall SDMP. Each study will focus on climate change impacts specific to changing tidal elevations. These focus studies will assume that some sort of channel/bank protection is installed (e.g. levee) to keep the tide out and the memos will report on interior drainage options to ensure that even with higher tides, the neighborhood can drain. These memos will focus on up to two (2) climate change scenarios for altering tidal boundary conditions and the assumption is that some form of pumping will be required to drain the low-lying areas. The fee is based on the assumption that a 1D model has already been developed under Task B. The City may decide to only do focus studies, in which case the budget will need increasing slightly to account for model development.

#### **Task D. Develop Capacity Projects for Design Standard**

Schaaf & Wheeler will base capacity related CIPs on the modeling results from Tasks B and C. Conceptual cost estimates will be based on recent construction bids. The conceptual improvements will focus on reducing flood risks based on the 10-year level-of-service for the piped system and 25-year level of service for the pump stations.



**Task E. Climate Change Modeling**

Sea Level Rise and Climate Change will be assessed for mid-century (2050) and end-of-century (2100) to estimate potential impacts. Detailed precipitation modeling for climate change is not included in this scope but can be provided for an additional fee. Schaaf & Wheeler suggests using the Environmental Protection Agency Storm Water Management Models Climate Adjustment Tool model (EPA SWMM CAT). This is particularly important to understand if any proposed improvements should be upsized to accommodate future increases in precipitation. We will work with the Town to develop two precipitation scenarios.

**Task F. SDMP Report on Capacity Related Projects**

This task assumes that at a minimum Task B and D has been completed to develop a report summarizing the methodology and the recommended improvements to increase the conveyance capacity for the City's storm drain system. If Task C is completed, the appendices will include focus study areas and recommendations.

**Task G. Presentations to Community (4)**

Schaaf & Wheeler will develop presentations to present to the community the recommended projects identified in the SDMP report from Task F.

**Task H. Council Presentations**

This is an as-needed task that if requested by Council, Schaaf & Wheeler can develop and present to City Council.

**Task I. Training and Documentation on Hydraulic/Hydrologic Modeling and Database Software:**

Schaaf & Wheeler has developed and conducted hydrologic and hydraulic modeling training for municipal staff. Before the City authorizes this task, it should be determined if the City is willing to pay for proprietary software. Some of the more complex modeling platforms such as ICM and MIKE+ require annual subscriptions that can be costly. While there are free software packages available such as SWMM, HEC-HMS, and HEC-RAS, they are not typically used in larger master planning efforts since they have limited features.

If training is requested, we would recommend the following training modules:

- Hydrology Model Development (rainfall and catchment parameters)
- Hydraulic Model Development (structures, pipes, catchments)
- Generating Reports, Updating Models, Creating Graphs and Graphics

A user manual that is easy to follow and concise will be generated with screen captures to walk staff through the development and use of the model(s).

**Task J. Financial Analysis and Funding Strategies:**

NBS will take the lead on this optional task. It is recommended that this task is undertaken after the development of the Phase 2 capital improvement projects. NBS will approach this project as problem solvers and as an extension of City staff.

To start, we will ascertain the appropriate financing program or programs to match the City's needs, whether a new revenue source or an increase to an existing revenue tool. In general, we will first look at the project needs, local parameters and constraints, and then we will review these options: Assessment Districts, Community Facilities Districts or other Special Taxes, and Property Related Fees. Once the appropriate financing district or program has been

ascertained, including cost estimates and related budgets, NBS will prepare a feasibility analysis for creating a successful district or fee program to include various options, priority special benefits to be funded, possible benefit zones, term and district boundaries. We will provide a memo outlining the feasibility, and conduct a brief study session with staff, council and stakeholders as most appropriate.

#### **Task K. Standard Operating Procedures**

If standard operating procedures (SOP) have not been developed, NCE will work with City staff to develop SOPs that will guide future inspections and maintenance. The SOP will be a component of the Plan and provide clear and easy to follow guidance for how inspections and maintenance are to be performed, who is responsible for conducting them, and what tools or equipment are necessary. The SOP guidance will be in table format and is likely to include guidance for catch basins, inlets, manholes, closed conduit, culverts, open channels, pumps, and bioretention and trash capture devices.

#### **Task L. CEQA Support**

The Storm Drain Master Plan (SDMP) can be considered exempt from CEQA as a planning document if no funding is approved for projects as a part of the plan. CEQA Guidelines section 15262 provides a statutory exemption for projects involving only feasibility or planning studies. A study that provides for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities.

NCE will conduct a desktop review based environmental constraints analysis to inform the feasibility of SDMP recommendations. Once the SDMP elements are defined, NCE will determine if the plan or elements of the plan are subject to CEQA compliance, or whether the City could benefit from a proactive CEQA strategy that would programmatically approve the activities identified. Following the review NCE will prepare a brief recommendations letter noting if CEQA compliance is required for the SDMP or elements of the plan, and what the recommended level of CEQA documentation would be. A Draft letter will be prepared and submitted to the City for review and comment. Following review of comments, NCE will prepare a Final letter.

San Rafeal Storm Drain Master Plan Draft Fee Proposal April 26, 2024		Principal Project Manager	Senior Project Manager	Senior Engineer	Assistant Engineer	Engineering Trainee	GIS Analyst	Schaaf & Wheeler Total	O&M: NCE	NBS	CCTV: Presidio Systems Inc.	10% Markup	Total
Hourly Rates		\$275.00	\$250.00	\$235.00	\$195.00	\$135.00	\$175.00						
<b>PHASE 1</b>													
<b>Task 1</b>	<b>Project Management</b>	<b>22</b>	<b>118</b>	<b>-</b>	<b>16</b>	<b>-</b>	<b>-</b>	<b>\$38,670</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 38,670</b>
1.1	Kickoff Meeting and Schedule Development	4	8					\$3,100					\$3,100
1.2	Meeting with Maintenance Staff and Site Walk	4	4					\$2,100					\$2,100
1.3	Monthly Progress Reports (30 months)	4	30					\$8,600					\$8,600
1.4	Bi Weekly Meetings (30 months)	8	60					\$17,200					\$17,200
1.6	Presentations (2)	2	16		16			\$7,670					\$7,670
<b>Task 2</b>	<b>Field Verification and Inventory of Drainage System</b>	<b>2</b>	<b>12</b>	<b>24</b>	<b>24</b>	<b>-</b>	<b>60</b>	<b>\$24,370</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 24,370</b>
2.1	Storm Drain Infrastructure Inventory		4	8			20	\$6,380					\$6,380
2.2	Field Data Collection Plan	2	8	16	24		40	\$17,990					\$17,990
<b>Task 3</b>	<b>Condition Assessment</b>	<b>28</b>	<b>8</b>	<b>74</b>	<b>168</b>	<b>80</b>	<b>48</b>	<b>\$79,050</b>	<b>-</b>	<b>-</b>	<b>\$ 32,500</b>	<b>\$ 3,250</b>	<b>\$ 114,800</b>
3.1	Topside Condition Assessment and Field Verification (2 weeks)			8	80	80	24	\$32,480					\$32,480
3.2	Identify and Develop Maps for CCTV Crews		2	4	4		16	\$5,020					\$5,020
3.3	CCTV (2 weeks)		2	16			8	\$5,660			\$32,500	\$3,250	\$41,410
3.4	Pump Station Condition Assessment (11 stations)	20		30	60			\$24,250					\$24,250
3.5	Pump Station Condition Assessment Tech Memo	8	4	16	24			\$11,640					\$11,640
<b>Task 4</b>	<b>Development of Stormwater Projects for CIP</b>	<b>4</b>	<b>6</b>	<b>14</b>	<b>60</b>	<b>-</b>	<b>40</b>	<b>\$24,590</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 24,590</b>
4.1	Develop Condition Related Projects		2	4	8	40	40	\$18,230					\$18,230
4.2	ROM for Projects	2	2	6	20			\$6,360					\$6,360
<b>Task 5</b>	<b>Development of Maintenance and Inspection Plan</b>	<b>-</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>-</b>	<b>8</b>	<b>\$7,340</b>	<b>\$ 51,148</b>	<b>-</b>	<b>-</b>	<b>\$ 5,115</b>	<b>\$ 63,603</b>
5.1	Obtain & Review Existing Maintenance Information		2	4	8			\$3,000	\$5,990			\$599	\$9,589
5.2	Kickoff Meeting with Maintenance Lead		2					\$500	\$880			\$88	\$1,468
5.3	Field Meetings with individual crews							\$0	\$4,000			\$400	\$4,400
5.4	Inspection & Maintenance Criteria							\$0	\$8,720			\$872	\$9,592
5.5	Draft Plan		2	4			8	\$2,840	\$19,440			\$1,944	\$24,224
5.6	Meeting with City		2					\$500	\$880			\$88	\$1,468
5.7	Final Plan		2					\$500	\$8,310			\$831	\$9,641
5.8	Project Management Coordination							\$0	\$2,928			\$293	\$3,221
<b>Task 6</b>	<b>Report Drafting and Delivery</b>	<b>6</b>	<b>16</b>	<b>28</b>	<b>60</b>	<b>-</b>	<b>16</b>	<b>\$26,730</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 26,730</b>
6.1	Phase 1 Draft Report	2	8	16	40		16	\$16,910					\$16,910
6.2	Review Meeting	2	4	4				\$2,490					\$2,490
6.3	Final Phase 1 Report	2	4	8	20			\$7,330					\$7,330
<b>Total</b>		<b>62</b>	<b>170</b>	<b>148</b>	<b>336</b>	<b>80</b>	<b>172</b>	<b>\$200,750</b>	<b>\$51,148</b>	<b>\$0</b>	<b>\$32,500</b>	<b>\$8,365</b>	<b>\$ 292,763</b>
<b>PHASE 2</b>													
<b>Task 7</b>	<b>Drainage Design Standards</b>	<b>12</b>	<b>32</b>	<b>96</b>	<b>24</b>	<b>-</b>	<b>-</b>	<b>\$38,540</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 38,540</b>
7.1	Review Draft County Drainage Manual		2	16				\$4,260					\$4,260
7.2	Review City's existing drainage standards (MCSTOPPP, Muni code, etc)		2	8				\$2,380					\$2,380
7.3	Draft City Design Standards	8	8	40				\$13,600					\$13,600
7.4	Final City Design Standards	2	4	16				\$5,310					\$5,310
7.5	Presentations (2) to the Development Community	2	16	16	24			\$12,990					\$12,990
<b>Total</b>		<b>12</b>	<b>32</b>	<b>96</b>	<b>24</b>	<b>-</b>	<b>-</b>	<b>\$38,540</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 38,540</b>
<b>PHASE 3 - OPTIONAL TASKS</b>													
<b>Optional Tasks - PHASE 2</b>		<b>217</b>	<b>432</b>	<b>874</b>	<b>686</b>	<b>240</b>	<b>108</b>	<b>\$266,425</b>	<b>\$39,910</b>	<b>\$24,500</b>	<b>\$0</b>	<b>\$6,441</b>	<b>\$ 337,276</b>
A	Field Data Collection to Update GIS (2 weeks)				80	80	24	\$30,600					\$30,600
B	Hydraulic/Hydrologic Modeling and Assessment in 1D	16	40	100	240		16	\$87,500				\$0	\$87,500
C	Focus Studies (4 locations) 2D	4	8	40	80		4	\$28,800				\$0	\$28,800
D	Develop Capacity Projects for Design Standard	4	8	20	40			\$15,600				\$0	\$15,600
E	Climate Change Modeling (1 scenario)	2	4	8	24			\$8,110				\$0	\$8,110
F	SDMP Report on Capacity Related Projects (requires Tasks A-D)	6	16	36	80		24	\$33,910				\$0	\$33,910
G	Presentations to Community (4)	4	40		60		20	\$26,300				\$0	\$26,300
H	Council Presentation	1	8	8	2			\$4,545					\$4,545
I	Training and Documentation on Hydraulic/Hydrologic Modeling and Database Sof	8	24	40			20	\$21,100				\$0	\$21,100
J	Financial Analysis and Funding Strategies	8	8	16				\$7,960		\$24,500		\$2,450	\$34,910
K	Standard Operating Procedures		4					\$1,000	\$13,170			\$1,317	\$15,487
L	CEQA Support		4					\$1,000	\$26,740			\$2,674	\$30,414
M	Extra Budget if City Uses Intern for Condition Assessment*					80		\$10,800				\$0	\$10,800
N	Extra Budget if City Uses Intern for Filedwork*					80		\$10,800				\$0	\$10,800
<b>Total</b>		<b>217</b>	<b>432</b>	<b>874</b>	<b>686</b>	<b>240</b>	<b>108</b>	<b>\$266,425</b>	<b>\$39,910</b>	<b>\$24,500</b>	<b>\$0</b>	<b>\$6,441</b>	<b>\$ 337,276</b>

\*Not accounted for in overall budget for Phase 3 as they are already accounted for in the task.

**TOTAL for Phases 1, 2, 3      \$ 668,579**

## **EXHIBIT B INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** 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. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' 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. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **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. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.


**C. Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT'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 **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

**D. Proof of Insurance.** **CONSULTANT** shall provide to the **PROJECT MANAGER** 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 **CONSULTANT**. 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 the **CITY**.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**  
**April Miller, Public Works Director**

**Prepared by: Theo Sanchez, Associate Civil Engineer**      **City Manager Approval:** 

**TOPIC: SOUTHERN HEIGHTS/COURTRIGHT/PEARCE RETAINING WALLS PROJECT**

**SUBJECT: ACCEPT COMPLETION OF THE SOUTHERN HEIGHTS/COURTRIGHT/PEARCE RETAINING WALLS PROJECT, CITY PROJECT NO. 11371, AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION**

**RECOMMENDATION:**  
Accept completion of the Southern Heights/Courtright/Pearce Retaining Walls Project and authorize the City Clerk to file the Notice of Completion.

**BACKGROUND:**  
This project consists of two retaining wall sites located approximately one-quarter of a mile apart on Southern Heights Boulevard. The first location is at the intersection of Southern Heights Boulevard and Courtright Road. The second location is near the intersection of Southern Heights Boulevard and Pearce Road.

On [August 21<sup>st</sup>, 2023](#), the City Council awarded the construction contract to Valentine Corporation in the amount of \$993,369 and approved a construction contingency of \$156,631 for a total appropriation of \$1,150,000. Construction began on October 16<sup>th</sup>, 2023, and was completed on April 5<sup>th</sup>, 2024.

**ANALYSIS:**  
Under Civil Code Section 8182, the City records 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 for the funds owed to the Contractor for the project work.

**FISCAL IMPACT:**  
No fiscal impact is associated with this report.

**RECOMMENDED ACTION:**  
Accept completion of the Southern Heights/Courtright/Pearce Retaining Walls Project and authorize the City Clerk to file the Notice of Completion.

**ATTACHMENTS:**  
1. Notice of Completion

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

Recording Requested By:  
The City of San Rafael

When Recorded Mail To:  
Lindsay Lara, City Clerk  
1400 Fifth Avenue  
San Rafael, CA 94901

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**NOTICE OF COMPLETION**  
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.
2. Owner's full name is the City of San Rafael ("City")
3. City's address is 1400 Fifth Ave, San Rafael, CA 94901
4. The nature of City's interest in the Project is:  
\_\_ Fee Ownership    \_\_ Lessee    X Other Public Right of Way Easement
5. Construction work on the Project performed on City's behalf is generally described as follows: Installation of retaining walls and improvements of adjacent roadways and drainage.
6. The name of the original Contractor for the Project is: Valentine Corporation located at 111 Pelican Way, San Rafael CA 94901
7. The Project was accepted as complete on: April 5, 2024
8. The Project is located at: Southern Heights/Courtright and near Southern Heights/Pearce, San Rafael CA 94901

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature

April Miller, Director of Public Works  
Name and Title

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER*





**City of San Rafael**  
**Proclamation in Celebration of**  
**NATIONAL PUBLIC WORKS WEEK 2024**

- WHEREAS,** Public works professionals play a crucial role in maintaining and improving essential infrastructure, facilities, and services for the functioning of our community. Their work ensures that San Rafael can provide essential services to residents while also promoting sustainability and resilience in the face of numerous challenges like natural disasters, climate change, and evolving community needs. Their dedicated efforts contribute directly to public health, quality of life, and overall well-being of the community members; and
- WHEREAS,** Public Works personnel are involved in the maintenance, planning, design, and construction of streets, transportation facilities, parks, storm drains, public buildings, and other structures and facilities essential for our residents as well as right-of-way management; and
- WHEREAS,** Public Works personnel are essential workers who continue to work hard every day to keep our community safe and functional and serve as crucial first responders in emergencies; and
- WHEREAS,** it is in the public interest for community members, civic leaders, and children in the City of San Rafael to gain knowledge of and to maintain an ongoing interest in and understanding of the importance of public works and public works programs in their respective communities; and
- WHEREAS,** the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association; and
- WHEREAS,** the 2024 National Public Works theme is “Advancing Quality of Life for All,” expressing how public works professionals contribute to and enhance the quality of life in all the communities they proudly serve;

**NOW, THEREFORE,** the City Council of the City of San Rafael, Hereby Proclaims the week of May 19-25, 2024, as National Public Works Week; and furthermore calls upon all community members and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works personnel make every day to protecting our health, safety, comfort, and quality of life.



**Kate Colin**  
**Mayor**



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Community Development

Prepared by: Don Jeppson, AIA CBO  
Chief Building Official  
Cory Bytof  
Sustainability Program Manager

City Manager Approval: \_\_\_\_\_

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

**TOPIC: ORDINANCE AMENDING GREEN BUILDING CODES**

**SUBJECT: AN ORDINANCE AMENDING TITLE 12 (BUILDING REGULATIONS) OF THE SAN RAFAEL MUNICIPAL CODE, BY AMENDING THE CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE FOR ELECTRIC VEHICLE CHARGERS, THE 2022 CALIFORNIA MECHANICAL CODE, AND THE 2022 CALIFORNIA PLUMBING CODE; ADDING A NEW CHAPTER 12.360 WITH ADMINISTRATIVE AND PROGRAM REGULATIONS ON MODEL REACH CODES; AND ADOPTING FINDINGS OF FACT SUPPORTING THE AMENDMENTS TO THE CODES.**

**RECOMMENDATION:**

Waive further reading of the Ordinance, refer to it by title only and introduce the Ordinance.

**BACKGROUND:**

The State of California Code of Regulations Title 24 construction codes are updated and published on a three-year cycle. The California Building Standards Commission publishes the triennial codes, and State law mandates that these codes become effective throughout California 180 days after the publication date. The current cycle of State construction codes became effective on January 1, 2023. Local jurisdictions are permitted to further amend the published codes to address local climatic, geological, or topographical conditions. On November 21, 2022, the City Council adopted the Title 24 State Building Code in its entirety with minor amendments.

Each three-year code cycle, the State also updates the Green Building section of the Title 24 codes and provides potential Green Building “reach” codes to local jurisdictions that go above the State code. These reach codes are encouraged to adopt more stringent local amendments to help drive greenhouse gas (GHG) reductions and inform future State code updates. Often, these more stringent reach codes include stronger energy and water efficiency requirements, among other things. On December 5, 2022, the City Council adopted local green building reach codes requiring enhanced electric vehicle charging requirements for new construction as well as requirements precluding the use of natural gas in new residential development and precluding natural gas line extensions and expansions in existing residential

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

properties, among other things. Due to the 9th Circuit decision in the *California Restaurant Association v. City of Berkeley* case, staff recommends repealing those portions of the code precluding the use of gas in new residential development and precluding gas line extensions and expansions in existing residential properties, among other things. The proposed ordinance reflects these changes.

The State develops “intervening codes” mid-way between the three-year code updates, which typically have minor adjustments to the codes for various reasons. Those intervening codes automatically go into effect halfway through the code cycle without any action required by local jurisdictions. However, on occasion, these intervening codes are more significant, as is the case this year. Staff recommends updating our local codes to reflect some of those changes since some of them affect the City’s electric vehicle reach code.

Finally, when the City Council adopted the last round of green building reach codes in 2022, staff was directed to analyze reach code options for existing buildings since the City is mostly built out and will need to address emissions from its existing building stock to meet Climate Action Plan goals. Staff has been researching and developing an existing building renovation reach code with the help of community members, including representatives from our Planning Commission and Design Review Board.

The proposed ordinance would amend Title 12 of the City’s local Building Standards codes to include these new reach codes and make minor adjustments to the new State requirements to accommodate the City’s existing electric vehicle charger requirements, which are in some cases more stringent than the State. These amendments would also remove the prior natural gas prohibitions in the City’s previous reach code since a legal challenge occurred in the interim that now precludes such a requirement. This challenge was to the City of Berkeley in which the 9<sup>th</sup> Circuit Court determined that Berkeley’s prohibition on the installation of new gas pipeline connections was preempted by federal law. By extension, this applies to all local jurisdictions, including San Rafael.

Attachment 1 is the complete ordinance being proposed. Below is a brief summary of each of these code areas to be amended:

**2022 Green Building Standards Code for Electric Vehicle Chargers:** The provisions of this code apply to the installation of electric vehicle charging infrastructure, including equipment, fixtures, and fittings, including receptacles, charging equipment, software, and load management.

**New chapter 12.360 – Single Family Model Reach Code – FlexPath:** The provisions of this new chapter of the code specify additional energy efficiency and renewable energy measures for additions, alterations, and remodels of Covered Single-Family Projects.

After the introduction of this ordinance and public hearing, the ordinance would return to the City Council for final adoption at the next regularly scheduled meeting on June 3, 2024. After final adoption, the ordinance with these code amendments would be effective as soon as approved by the California Energy Commission, sometime after July 1, 2024, and most likely before September 2024. Building permit applications filed with the City prior to the effective date would not be subject to these amendments, nor the gas line prohibitions in the previous reach code.

**ANALYSIS:**

The staff recommendation requires amendments to four sections of Title 12 of the San Rafael Municipal Code as described below.

**California Mechanical Code and Plumbing Code Amendments.**

The purpose of the changes to the California Mechanical and Plumbing Codes is to remove from Title 12 previous amendments prohibiting gas on new construction and limiting gas expansion on existing single-family dwellings, thereby returning the codes to their base original language and requirements. This proposed ordinance adds language to Title 12, indicating that the City has no local amendments to the California Mechanical or Plumbing Codes. This method and format of indicating in Title 12 building codes that have not been amended specifically helps the community to identify clearly what has been amended or not amended by the City. This format and method have been used in the last two State code cycles and has been supported by the community.

**California Green Building Code Amendments**

The purpose of the changes to the California Green Building Standards Code Amendments is to incorporate new intervening code requirements for electric vehicle charging infrastructure into our local electric vehicle charging infrastructure reach codes. Since our local reach codes are more robust in some cases and we refer applicants to our local code this will make it easier to administer for both applicants and staff.

**California Energy Code Amendments**

The purpose of the changes to the California Energy Code is twofold. First, this amendment removes the City's prior reach code amendment that disallows gas infrastructure in most new construction and additional gas infrastructure for existing single-family homes. The second purpose of these changes is to reduce the greenhouse gas (GHG) emissions associated with the renovation of existing single-family homes, including town homes and duplexes, by requiring additional energy efficiency measures for projects over 500 square feet in size. The requirements would apply to larger projects that often trigger a variety of codes, including mechanical, electrical, and plumbing. These extend far beyond a typical bathroom or kitchen remodel and instead apply to things like additions and renovations of multiple rooms in a building. They would also apply to accessory dwelling units (ADUs) but not to junior accessory dwelling units (JADUs) since ADUs are greater than 500 square feet.

Staff recommend a new approach, called the "Flex Path", whereby project applicants will have the choice to select from a table of measures that reduce energy use in buildings. This can be found on page 5 of the ordinance labeled as Table 12.360A. To comply with this policy, an applicant will identify the required target score that applies to their home's construction year at the top of the table. Then, they are free to install any combination of measures from the table that adds up to that required target score. These scores were developed with the assistance of two local architects and builders who have served on the Planning Commission and Design Review Board. The target scores were set to ensure that projects can meet the totals easily enough without having to choose electrical appliances while also ensuring significant energy savings and, in most cases, ongoing utility cost savings as well. These cost savings are demonstrated in Attachment 2, the California Codes and Standards Cost Effectiveness Study. The Codes and Standards team also developed a [Frequently Asked Questions](#) document, which can be found in Attachment 3.

The proposed new reach code for existing building renovations is similar to those adopted by the County of Marin and the Towns of Fairfax and San Anselmo, with some differences to better meet the needs of the City's residents and building community. For example, San Rafael's target scores are slightly lower than those of the County. Also, San Rafael maintains the State-recommended building vintages and different scores for each, while the County requires the same score regardless of a home's vintage. In addition, to capture more projects, the City chose to reduce the square footage threshold from the 750 square feet the County is using to 500 square feet. All of these changes were carefully selected in consultation with community advisors and the State Codes and Standards Team and were reviewed by an ad hoc subcommittee consisting of Councilmembers Bushey and Llorens Gulati. More information on

the policy development, including discussions on co-benefits and social equity, can be found in Attachment 4.

The Community & Economic Development department approves between 40-60 of these types of projects annually. It is estimated that enacting these reach codes would reduce emissions from these buildings by between 10-22% compared to not complying with our reach code. This reach code is intended as a way to begin to address existing buildings in a moderate fashion with the ability to learn as it is applied and to be able to enhance the Flex Path with other interventions or increase the target scores as time goes on. As part of staff's commitment to equity, flexibility, and accessibility, there are exceptions built in as well as ways to give credit for energy efficiency measures already completed by applicants in prior projects. For example, if an applicant installed a solar system in the past several years that meets the requirements of the table, they would get credit for that. In addition, this Flex Path is seen as a means to encourage applicants to consider all the ways they can achieve energy and emissions reductions, including through air sealing, renewable energy installations, and the switch to electrical systems when appropriate.

Additionally, the ordinance includes a "catch-all" exemption which ensures that any one gas appliance is not prohibited by the ordinance. If a proposed project effectively results in the preclusion of the use of an appliance covered by the EPCA, the building official may waive any requirements of the ordinance causing such effective prohibition.

**COMMUNITY ENGAGEMENT:**

The City participated in a Steering Committee for a County of Marin-led "model reach code" development process, which resulted in the current reach code proposal. The Committee engaged and garnered feedback from individuals from a wide range of industries and organizations through surveys, interviews, focus groups, and meetings. They received feedback from city, town, and County staff; community-based organizations including environmental, affordable housing, senior/aging-in-place, and equity priority advocates; building community members including developers, architects, realtors, contractors, and Marin Builders Association; utilities including MCE and PG&E; and town and city commission, subcommittee, and City Council members. In addition, City staff have worked closely with the State Codes team and two local architects and builders in developing this proposal.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**ENVIRONMENTAL REVIEW:**

The proposed ordinance has been determined to be exempt from the California Environmental Quality Act (CEQA), pursuant to 14 CCR Section 15061(b)(3) since it can be seen with certainty that the adoption of this Ordinance would not have the potential for causing a significant effect on the environment. (14 Cal. Code Regs. Section 15061(b)(3), 'general rule' provision). The Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

**OPTIONS:**

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

1. Consider public comment/testimony and introduce the Ordinance for adoption as proposed.
2. Consider public comment/testimony and introduce the Ordinance with amendments as directed by the Council.

3. Do not introduce the Ordinance and provide alternative directions to staff.

**RECOMMENDED ACTION:**

Waive further reading of the ordinance, refer to it by title only and introduce the Ordinance.

**ATTACHMENTS:**

1. Ordinance
2. California Codes and Standards Cost Effectiveness Study
3. FAQs: Single Family FlexPath Reach Codes
4. Policy Snapshot: Building Reach Code Proposal for Existing Construction

**ORDINANCE NO.**

**AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL AMENDING TITLE 12 (BUILDING REGULATIONS) OF THE SAN RAFAEL MUNICIPAL CODE, BY AMENDING THE CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE FOR ELECTRIC VEHICLE CHARGERS, THE 2022 CALIFORNIA MECHANICAL CODE, AND THE 2022 CALIFORNIA PLUMBING CODE; ADDING A NEW CHAPTER 12.360 WITH ADMINISTRATIVE AND PROGRAM REGULATIONS ON MODEL REACH CODES; AND ADOPTING FINDINGS OF FACT SUPPORTING THE AMENDMENTS TO THE CODES.**

**THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:**

**DIVISION 1. AMENDMENTS TO TITLE 12 OF THE MUNICIPAL CODE.**

**Section 1. Repeal Ordinance No. 2022**

*Ordinance No. 2022 of the San Rafael City Council amending Chapters 12.235, 12.245, and 12.250 of Title 12 of the San Rafael Municipal Code is hereby repealed.*

**Section 2. Adoption of and Amendments to Construction Codes**

*Chapters 12.220, 12.235, 12.245, and 12.250 of the San Rafael Municipal Code are hereby amended to read as follows:*

**CHAPTER 12.220 – CALIFORNIA ENERGY CODE AMENDMENTS**

**12.220.010 General.** For purpose of this Chapter:

Deleted language from the base code has been ~~stricken through~~.  
Replacement language to the base code has been underlined.

**12.220.020 Amendments.** The 2022 California Energy Code is amended or modified as follows:

*Amend Section 150.0 to read as follows:*

Single-family residential buildings shall comply with the applicable requirements of Sections 150(a) through 150.0(v); in addition, Covered Single Family Projects shall comply with the applicable requirements of Section 12.360 of the SRMC.

NOTE: The requirements of Sections 150.0(a) through 150.0(v) apply to newly constructed buildings. Sections 150.2(a) and 150.2(b) specify which requirements of Sections 150.0(a) through 150.0(v) also apply to additions or alterations, with the exception that Covered Single Family Projects shall also be required to comply with Section 12.360 of the SRMC.

**CHAPTER 12.235 - CALIFORNIA GREEN BUILDING STANDARDS CODE AMENDMENTS**

**12.235.010 General.** For purpose of this Chapter:



Deleted language from the base code has been ~~stricken through~~.  
Replacement language to the base code has been underlined.

**12.235.020 Amendments.** The 2022 California Green Building Standards Code is amended or modified as follows:

*Delete Section 4.106.4.1 and replace in its entirety to read as follows:*

**4.106.4.1 New One- And Two-Family Dwellings and Town-Houses.** For each dwelling unit, install a 40 ampere 208/240 volt dedicated EV branch circuit, capable of supporting Level 2 EVSE, terminating with a receptacle or an EV charger in close proximity to the vehicle charging area.

*Delete Subsection 4.106.4.1.1 in its entirety.*

*Subsection 4.106.4.2 [unchanged].*

*Amend Subsection 4.106.4.2.2 item 1(b) to read as follows (other subsections remains unchanged):*

**b. Multifamily parking facilities.** ~~Forty (40)~~ Eighty-five (85) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. EV charging receptacles required by this section shall be located in at least one assigned parking space per dwelling unit where assigned parking is provided but need not exceed ~~forty (40)~~ eighty-five (85) percent of total number of assigned parking spaces provided on site.

**Exception:** Areas of parking facilities served by parking lifts, including but not limited to automated mechanical-access open parking garages as defined in the California Building Code; or parking facilities otherwise incapable of supporting electric vehicle charging.

*Amend Subsection 4.106.4.2.2 item 2(b) to read as follows (other subsections remains unchanged):*

**b. Multifamily parking facilities.** ~~Ten (10)~~ Fifteen (15) percent of the total number of parking spaces shall be equipped with Level 2 EV chargers. At least fifty (50) percent of the required EV chargers shall be equipped with J1772 connectors. Where common use parking or unassigned parking is provided, EV chargers shall be located in common use or unassigned parking areas and shall be available for use by all residents or guests.

## **CHAPTER 12.245 - CALIFORNIA MECHANICAL CODE AMENDMENTS**

**12.245.010 No amendments.** The 2022 California Mechanical Code is not amended or modified.

## **CHAPTER 12.250 - CALIFORNIA PLUMBING CODE AMENDMENTS**

**12.250.010 No amendments.** The 2022 California Plumbing Code is not amended or modified.

**Section 3. Addition of new Chapter 12.360 with administrative and program regulations on Model Reach Code.**

Chapter 12.360 of the San Rafael Municipal Code is hereby added to read as follows:

**CHAPTER 12.360 – SINGLE FAMILY MODEL REACH CODE - FLEXPATH**

**12.360.010 Purpose.** The purpose of this chapter is to specify additional energy efficiency and renewable energy measures for additions, alterations and remodels of Covered Single Family Projects.

**12.360.020 Definitions.** For the purpose of this chapter, the following definitions shall apply:

1. "Single Family Building" shall mean any of the following:
  - a. Residential building of Occupancy Group R-3 or under the California Residential Code with two or fewer dwellings.
  - b. A townhouse.
  - c. A building of Occupancy Group R-3.1, or
  - d. A building of Occupancy Group U when located on a residential site.
  - e. JADUs or ADUs that are not part of multifamily.
2. "Covered Single Family Project" shall mean the addition, alteration, or remodel of a Single Family Building originally permitted for construction before 2011 that affects a floor area which exceeds 500 square feet of existing floor area and/or new floor area. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings (subfloor and drywall), roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition.

This definition does not apply to project scopes that are solely limited to any of the following: the replacement and upgrading of residential roof coverings, exterior wall finishes and/or floor finishes; alterations that add no more than 75 square feet of fenestration; alterations that add no more than 16 square feet of skylight area with a maximum U-factor of 0.55 and a maximum SHGC of 0.30; alterations that are limited to providing access for persons with disabilities; or voluntary state seismic retrofit program. A Covered Single Family Project shall not include a project that is considered to be a newly constructed building under the California Energy Code, Title 24, Part 6.

**12.360.020 Scope.** In addition to all requirements of the California Energy Code applicable to Single Family Building additions and alterations, the provision of this chapter shall apply to all Covered Single Family Projects.

**12.360.020 Requirements.** A Covered Single Family Project shall install a set of measures based on the building vintage from the Measure Menu in Table 12.360B, to achieve a total Measure Point Score that is equal to or greater than the Target Score in Table 12.360A. In addition, all mandatory measures listed in Table 12.360B shall be installed. Installed measures shall meet the specifications in Table 12.360C.

Building vintage is the year in which (1) a building permit for construction of the structure was submitted, as documented by building department records, or (2) a building permit was issued for an addition or alteration that satisfied the Performance Standards (California Energy Code, Title 24, Part 6, Section 150.1(b)) in effect at time of building permit issuance, whichever is later. Unless otherwise specified, the requirements shall apply to the entire dwelling unit, not just the additional or altered portion. Measures from the Measure Menu table that already exist in the home may be counted towards compliance with these requirements. Measures from the Measure Menu table that are to be installed to satisfy requirements under the California Energy Code, Title 24, Part 6, may not count towards compliance with these requirements. Where these requirements conflict with other California Energy Code requirements, the stricter requirements shall prevail.

### **Exceptions**

1. If the applicant demonstrates that the Energy Budget of the building under the proposed project would be less than or equal to the Energy Budget of the building under the proposed project if it included any set of measures that would achieve compliance under this chapter 12.360. For purposes of this section “Energy Budget” shall have that meaning set forth in CBC section 100.1(b), as that section may be amended.
2. Mobile Homes, Manufactured Housing, or Factory-built Housing as defined in Division 13 of the California Health and Safety Code (commencing with Section 17000 of the Health and Safety Code).
3. Due to conditions specific to the project, if it is technically or economically infeasible to achieve compliance, the Building Official may reduce the Target Score and/or waive some or all of the mandatory requirements.
4. A measure that is necessary for compliance is prohibited because of a covenant or other deed restriction on the property, such as a homeowners association covenant.
5. The Building Official may reclassify the vintage of the building based on existing conditions.
6. An applicant who resides in the dwelling unit and qualifies as a low-income utility customer, or is the owner of the dwelling unit which is occupied by a dependent who qualifies as a low-income utility customer, may comply by either a) installing the duct sealing measure, the lighting measure and water heating package, or b) installing at least 1 kW of solar PV that meets the requirements of 2022 Title 24 Reference Appendix JA11. A low-income utility customer is anyone who is eligible for the California Alternative Rates for Energy (CARE) or Family Electric Rate Assistance Program (FERA) program. A Covered Single Family Project that consists solely of medically necessary improvements or solely of seismic safety improvements.
7. Nothing in this ordinance shall be construed so as to prohibit any one appliance covered by the Energy Policy and Conservation Act (EPCA) (42 U.S.C. 6292(a).) Should an applicant establish that this ordinance, as applied, prohibits a covered appliance in the applicant’s project, the Building Official shall waive that portion of the ordinance causing such prohibition.

**Table 12.360A  
Target Scores, Climate Zone 2**

<b>Building Vintage</b>	<b>Pre-1978</b>	<b>1978-1991</b>	<b>1992-2010</b>
Target Score	12	8	4

**Table 12.360B  
Measure Menu, Climate Zone 2**

<b>ID</b>	<b>Measure</b>	<b>Building Vintage</b>		
		<b>Pre-1978</b>	<b>1978-1991</b>	<b>1992-2010</b>
E1	Lighting Measures	Mandatory		
E2	Water Heating Package	1	1	1
E3	Air Sealing	2	2	1
E4	Attic Insulation (R-38)	6	2	1
E5	Duct Sealing	6	4	1
E6	New Ducts + Duct Sealing	9	6	2
E7	Windows	5	3	3
E8	Wall Insulation (R-13)	7	--	--
E10	Raised floor insulation (R-19)/(R-30)	8/10	8/9	--
FS1	Heat Pump Water Heater Replacing Gas	12	12	12
FS2	High Eff. Heat Pump Water Heater Replacing Gas	14	14	14
FS3	Heat Pump Water Heater Replacing Electric	4	4	4
FS4	High Eff. Heat Pump Water Heater Replacing Electric	6	6	6
FS5	Heat Pump Space Heater	23	18	15
FS6	High Eff. Heat Pump Space Heater	25	19	17
FS7	Dual Fuel Heat Pump Space Heater	20	15	14
FS8	Heat Pump Clothes Dryer	2	2	2
FS9	Induction Cooktop	1	1	1
PV	Solar PV	16	15	13

The measures in the Measure Menu shall conform to the specifications in Table 12.360C.

**Table 12.360C  
Measure Specifications**

ID	Energy Measure Specification
<b>Energy Measures</b>	
E1	Mandatory - Lighting Measures – Replace all interior and exterior screw-in incandescent, halogen, and compact fluorescent lamps with LED lamps. Install photocell controls on all exterior lighting luminaires.
E2	<p>Water Heating Package: Insulate all accessible hot water pipes with pipe insulation a minimum of ¾ inch thick. This includes insulating the supply pipe leaving the water heater, piping to faucets underneath sinks, and accessible pipes in attic spaces or crawlspaces. Upgrade fittings in sinks and showers to meet current California Green Building Standards Code (Title 24, Part 11) Section 4.303 water efficiency requirements.</p> <p>Exception: Upgraded fixtures are not required if existing fixtures have rated or measured flow rates of no more than ten percent greater than 2022 California Green Building Standards Code (Title 24, Part 11) Section 4.303 water efficiency requirements.</p>
E3	<p>Air Sealing: Seal all accessible cracks, holes, and gaps in the building envelope at walls, floors, and ceilings. Pay special attention to penetrations including plumbing, electrical, and mechanical vents, recessed can light luminaires, and windows. Weather-strip doors if not already present. Verification shall be conducted following a prescriptive checklist that outlines which building aspects need to be addressed by the permit applicant and verified by an inspector. Compliance can also be demonstrated with blower door testing conducted by a certified HERS Rater no more than three years prior to the permit application date that either: a) shows at least a 30 percent reduction from pre-retrofit conditions; or b) shows that the number of air changes per hour at 50 Pascals pressure difference (ACH50) does not exceed ten for Pre-1978 vintage buildings, seven for 1978 to 1991 vintage buildings and five for 1992-2010 vintage buildings. If combustion appliances are located within the pressure boundary of the building, conduct a combustion safety test by a professional certified by the Building Performance Institute in accordance with the ANSI/BPI-1200-S-2017 Standard Practice for Basic Analysis of Buildings, the Whole House Combustion Appliance Safety Test Procedure for the Comfortable Home Rebates Program 2020 or the California Community Services and Development Combustion Appliance Safety Testing Protocol.</p>
E4	<p>R-38 Attic Insulation: Attic insulation shall be installed to achieve a weighted assembly U-factor of 0.025 or insulation installed at the ceiling level shall have a thermal resistance of R-38 or greater for the insulation alone. Recessed downlight luminaires in the ceiling shall be covered with insulation to the same depth as the rest of the ceiling. Luminaires not rated for insulation contact must be replaced or fitted with a fire-proof cover that allows for insulation to be installed directly over the cover.</p> <p>Exception: In buildings where existing R-30 is present and existing recessed downlight luminaires are not rated for insulation contact, insulation is not required to be installed over the luminaires.</p>
E5	<p>Duct Sealing: Air seal all space conditioning ductwork to meet the requirements of the California Energy Code 150.2(b)1E. The duct system must be tested by a HERS Rater no more than three years prior to the Covered Single Family Project permit application date to verify the duct sealing and confirm that the requirements have been met. This measure may not be combined with the New Ducts and Duct Sealing measure in this Table.</p>

	Exception: Buildings without ductwork or where the ducts are in conditioned space.
E6	New Ducts, R-6 insulation + Duct Sealing: Replace existing space conditioning ductwork with new R-6 ducts that meet the requirements of 2022 Title 24 Section 150.0(m)11. This measure may not be combined with the Duct Sealing measure in this Table. To qualify, a preexisting measure must have been installed no more than three years before the Covered Single Family Project permit application date.
E7	Windows: Replace at least 50% of existing windows with high performance windows with an area-weighted average U-factor no greater than 0.30.
E8	R-13 Wall Insulation: Install wall insulation in all exterior walls to achieve a weighted U-factor of 0.102 or install wall insulation in all exterior wall cavities that shall result in an installed thermal resistance of R-13 or greater for the insulation alone.
E9	Reserved for future use
E10	R-19 / R-30 Floor Insulation: Raised-floors shall be insulated such that the floor assembly has an assembly U-factor equal to or less than U-0.037 / U-0.034 or shall be insulated between wood framing with insulation having an R-value equal to or greater than R-19 / R30.
<b>Fuel Substitution Measures</b>	
FS1	Heat Pump Water Heater (HPWH) Replacing Gas: Replace existing natural gas water heater with a heat pump water heater.
FS2	High Efficiency Heat Pump Water Heater (HPWH) Replacing Gas: Replace existing natural gas water heater with heat pump water heater with a Northwest Energy Efficiency Alliance (NEEA) Tier 3 or higher rating.
FS3	Heat Pump Water Heater (HPWH) Replacing Electric: Replace existing electric resistance water heater with a heat pump water heater.
FS4	High Efficiency Heat Pump Water Heater (HPWH) Replacing Electric: Replace existing electric resistance water heater with heat pump water heater with a Northwest Energy Efficiency Alliance (NEEA) Tier 3 or higher rating.
FS5	Heat Pump Space Heater: Replace all existing gas and electric resistance primary space heating systems with an electric-only heat pump system.
FS6	High Efficiency Heat Pump Space Heater: Replace all existing gas and electric resistance primary space heating systems with one of the following: A. A ducted electric-only heat pump system with a SEER2 rating of 16.5 or greater, an EER2 rating of 12.48 or greater and an HSPF2 rating of 9.5 or greater; or B. A ductless mini-split heat pump system with a SEER2 rating of 14.3 or greater, an EER2 rating of 11.7 or greater and an HSPF2 rating of 7.5 or greater
FS7	Dual Fuel Heat Pump Space Heater: Either A. Replace all existing gas and electric resistance primary heating systems with a hybrid gas and electric heat pump system, or B. Install an electric-heat pump system in tandem with a gas furnace and install controls to operate the heat pump to use the existing gas furnace for backup heat only.
FS8	Heat Pump Clothes Dryer: Replace existing electric resistance clothes dryer with heat pump dryer with no resistance element and cap gas line.
FS9	Induction Cooktop: Replace all existing gas and electric resistance stove tops with inductive stove top and cap the gas line.
<b>Solar PV and Electric-Readiness Measures</b>	
PV	Solar PV + Electric Ready Pre-Wire: Install a solar PV system that meets the requirements of California Energy Code Section 150.1(c)14. In addition, upgrade the

	panelboard to meet the requirements of Item ER1 in this Table and install any one other measures from Item ER2.
--	---

**DIVISION 2. FINDINGS.**

The San Rafael City Council finds that the scientific evidence has established that natural gas combustion as well as leakage occurring during natural gas procurement, transportation, storage, and distribution produce significant greenhouse gas emissions that contribute to global warming, climate change and sea level rise.

California Health and Safety Code Sections 17958.5, 17958.7, and 18941.5 require that findings be made in order to change or modify building standards found in the California Building Standards Code based on local climatic, geologic, or topographic conditions. Therefore, the San Rafael City Council hereby finds that these changes or modifications to the California Green Building Standards Code, the California Plumbing Code and the California Mechanical Code as adopted in Chapter 12.200 of the San Rafael Municipal Code are reasonably necessary because of the following local climatic, geological, and topographical conditions:

- I. Climatic conditions:
  - a) Most of the annual rainfall in San Rafael occurs during the winter, it receives no measurable precipitation between May and October. During this time, temperatures average between 70 and 90 degrees. These conditions eliminate most of the moisture in the natural vegetation and heavily wooded hillsides. The area also suffers periodic droughts that can extend the dry periods to other months of the year. These conditions can be further exacerbated by occasional off-shore hot, dry, Santa-Ana winds; all of which contribute to an elevated fire hazard. Further, global warming due to climate change is making these conditions worse, extending the dry period by a full month in the spring and summer and exacerbating drought conditions.
  - b) The seasonal climatic conditions during the late summer and fall create severe fire hazards to the public health and welfare in the City. The hot, dry weather can result in wildland fires on the brush covered slopes adjacent to the majority of neighborhoods west of highway 101.
  - c) Local amendments to the municipal code pursuant to this ordinance are reasonably necessary to achieve greenhouse gas emission reductions that reduces the risks of climate shocks such as wildfires and drought, which will then reduce risks of physical damage to critical infrastructure, property loss, and loss of life. In addition, reducing electricity demand and encouraging on-site renewable energy and emergency backup reduces fire potential and reduces health and safety impacts to residents during public safety power shut offs.
  - d) Most of the annual rainfall in San Rafael occurs during the winter, and some portions of San Rafael are subject to tidal influences, thus there are times that flooding conditions occur in low-lying areas. Much of San Rafael from downtown to the Canal, along San Pedro Road and south to the Richmond San Rafael Bridge

are lower than high tide and susceptible to flooding and sea level rise caused by climate change. San Rafael is expected to experience one foot of additional sea level rise in the coming decades. Local amendments to the municipal code pursuant to this ordinance are reasonably necessary to achieve greenhouse gas emission reductions that reduces the risks of flooding due to sea level rise, which will then reduce risks of physical damage to critical infrastructure, property loss, and loss of life.

II. Geologic conditions:

- a) San Rafael lies near several earthquake faults, including the very active San Andreas Fault, there are significant potential hazards such as road closures, fires, collapsed buildings, and isolation of residents requiring assistance.
- b) Many areas of the city, including some highly developed industrial and commercial areas, are located on bay alluvial soils which are subject to liquefaction in the event of an earthquake.
- c) The City includes hillsides with narrow and winding access, which makes timely response by fire suppression and emergency response vehicles difficult.
- d) Local amendments to the municipal code are reasonably necessary to reduce natural gas use thereby reducing the potential for leaks as well as the potential for fires caused by leaks during seismic events.

III. Topographic conditions:

- a) Much of San Rafael is located in hilly areas, and many of the residential areas are heavily landscaped, and many exist adjacent to hilly open space areas which are characterized by dry vegetation and have limited access. In addition, the steepness of grades located in the hills and canyons results in narrow and winding roads, and limited water supply, making timely access, rescue and firefighting activities by emergency providers difficult.
- b) The major arterial route between San Francisco and Marin and Sonoma County areas, Highway 101, bisects the City of San Rafael; should that highway become impassable, alternative routes via surface streets in San Rafael may cause heavy traffic congestion, limiting emergency access.

More specifically, the above modified building standards are listed below with the corresponding climatic, geological, or topographical condition which necessitates the modification.

CEgC Section Numbers 150.0.	Climatic, geological and topographical condition <i>la, lb, llc, llia,</i>
CalGreen Section Numbers 4.106.4.1. 4.106.4.2.2 1(b) 4.106.4.2.2. 2(b)	<i>la, lb, llc, llia, la, lb, llc, llia, la, lb, llc, llia,</i>
Title 12 Municipal Code 12.360	<i>la, lb, llc, llia,</i>



**DIVISION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

This Ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to 14 CCR Section 15061(b)(3), since it can be seen with certainty that the adoption of this Ordinance would not have potential for causing a significant effect on the environment. (14 Cal. Code Regs. Section 15061(b)(3), 'general rule' provision). The Ordinance is also exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

**DIVISION 4. SEVERABILITY.**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council of the City of San Rafael hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases shall be declared invalid.

**DIVISION 5. EFFECTIVE DATE OF ORDINANCE.**

This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published and circulated in the City of San Rafael and shall be in full force and effective thirty (30) days after its adoption, upon approval of the California Energy Commission or the date of the California Building Standards Commission (CBSC) accepts the ordinance for filing, whichever is later. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Council members voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

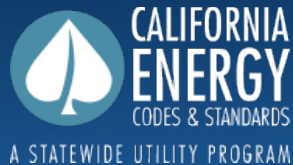
THE FOREGOING ORDINANCE was first read and introduced at a regular meeting of the San Rafael City Council on the 20th day of May 2024, and was passed and adopted at a regular meeting of the San Rafael City Council on the 3<sup>rd</sup> day of June 2024 by the following vote, to wit:

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

\_\_\_\_\_  
Kate Colin, Mayor

Attest:

\_\_\_\_\_  
LINDSAY LARA, City Clerk



Last modified: 2024/04/26

Revision: 1.2

# 2022 Cost-Effectiveness Study: Single Family New Construction



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### Legal Notice

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### Acronym List

2023 PV\$ – Present value costs in 2023

ACH50 – Air Changes per Hour at 50 pascals pressure differential

ACM – Alternative Calculation Method

ADU – Accessory Dwelling Unit

AFUE – Annual Fuel Utilization Efficiency

B/C – Lifecycle Benefit-to-Cost Ratio

BEopt – Building Energy Optimization Tool

BSC – Building Standards Commission

CA IOUs – California Investor-Owned Utilities

CASE – Codes and Standards Enhancement

CBEECC-Res – Computer program developed by the California Energy Commission for use in demonstrating compliance with the California Residential Building Energy Efficiency Standards

CFI – California Flexible Installation

CFM – Cubic Feet per Minute

CO<sub>2</sub> – Carbon Dioxide

CPAU – City of Palo Alto Utilities

CPUC – California Public Utilities Commission

CZ – California Climate Zone

DHW – Domestic Hot Water

DOE – Department of Energy

DWHR – Drain Water Heat Recovery

EDR – Energy Design Rating

EER – Energy Efficiency Ratio

EF – Energy Factor



GHG – Greenhouse Gas

HERS Rater – Home Energy Rating System Rater

HPA – High Performance Attic

HPWH – Heat Pump Water Heater

HSPF – Heating Seasonal Performance Factor

IECC – International Energy Conservation Code

IOU – Investor Owned Utility

kBtu – kilo-British thermal unit

kWh – Kilowatt Hour

LBNL – *Lawrence Berkeley National Laboratory*

LCC – Lifecycle Cost

LLAHU – Low Leakage Air Handler Unit

LSC – Long-term System Cost (2025 Title 24, Part 6 compliance metric)

MF – Multifamily

NEEA – Northwest Energy Efficiency Alliance

NEM – Net Energy Metering

NPV – Net Present Value

NREL – *National Renewable Energy Laboratory*

PG&E – Pacific Gas and Electric Company

POU – Publicly-Owned-Utilities

PV – Photovoltaic

SCE – Southern California Edison

SDG&E – San Diego Gas and Electric

SEER – Seasonal Energy Efficiency Ratio

SF – Single Family

SMUD – Sacramento Municipal Utility District

SoCalGas – Southern California Gas Company

TDV – Time Dependent Valuation (2022 Title 24, Part 6 compliance metric)

Therm – Unit for quantity of heat that equals 100,000 British thermal units

Title 24 – Title 24, Part 6

TOU – Time-Of-Use

UEF – Uniform Energy Factor

VLLDCS – Verified Low Leakage Ducts in Conditioned Space

ZNE – Zero-net Energy

### Summary of Revisions

Date	Description	Reference (page or section)
9/12/2022	Original Release (1.0)	N/A
3/25/2024	Updated analysis (1.1)	<ul style="list-style-type: none"> <li>• New simulation results with latest CBECC-Res version (Section 2.1.1)</li> <li>• Updated utility cost estimates using recent utility tariff and net billing tariff (Section 2.1.3)</li> <li>• New measure costs for heat pumps, batteries, and PV (Section 3.3)</li> <li>• Revised packages (Section 3.4)</li> <li>• Revised Results, Summary, References, and Appendices (Sections 4-7)</li> </ul>
4/26/2024	Corrected errors (1.2)	<ul style="list-style-type: none"> <li>• Corrected incorrect results in Tables 16-19, 23, 26</li> </ul>

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## Executive Summary

The California Codes and Standards (C&S) Reach Codes program provides technical support to local governments considering adopting a local ordinance (reach code) intended to support meeting local and/or statewide energy efficiency and greenhouse gas (GHG) reduction goals. The program facilitates adoption and implementation of the code when requested by local jurisdictions by providing resources such as cost-effectiveness studies, model language, sample findings, and other supporting documentation.

This report documents cost-effectiveness analysis results for traditional new detached single family and detached accessory dwelling unit (ADUs) building types. It evaluates mixed fuel and all-electric package options in all sixteen California climate zones (CZs). Packages include combinations of efficiency measures, on-site renewable energy, and battery energy storage.

This analysis used two different metrics to assess the cost-effectiveness of the proposed upgrades. Both methodologies require estimating and quantifying the incremental costs and energy savings associated with each energy efficiency measure over a 30-year analysis period. On-Bill cost-effectiveness is a customer-based lifecycle cost (LCC) approach that values energy based upon estimated site energy usage and customer utility bill savings using today's electricity and natural gas utility tariffs. Time Dependent Valuation (TDV) is the California Energy Commission's LCC methodology, which is intended to capture the long-term projected cost of energy, including costs for providing energy during peak periods of demand, carbon emissions, grid transmission and distribution impacts. This is the methodology used by the Energy Commission in evaluating cost-effectiveness for efficiency measures in Title 24, Part 6.

The following are key takeaways and recommendations from the analysis.

### Conclusions and Discussion:

- All-electric buildings have lower GHG emissions than mixed fuel buildings, due to the clean power sources currently available from California's power providers as well as accounting for increased penetration of renewables in the future. Almost all the all-electric packages evaluated resulted in greater GHG emission savings than the mixed fuel packages, with the exception of the mixed fuel package with battery storage in climate zones with low heating loads.
- The Reach Codes Team found code-compliant all-electric new construction to be feasible and cost-effective based on TDV for single family homes in all cases except Climate Zone 16.
- All-electric single family new construction was On-Bill cost-effective in all cases except Climate Zones 1, 3, 14, and 16.
- The all-electric ADU home was cost-effective based on TDV in all cases except in Climate Zones 3, 4, 13, and 14 where the higher cost of installing a ducted heat pump water heater (HPWH) instead of the prescriptively required gas tankless water heater exceed the resulting energy cost savings. In the other climate zones there were first cost savings for installing a heat pump space heater instead of a gas furnace, contributing to an overall TDV cost-effective result.
- Few cases were cost-effective On-Bill for the ADU.
- All-electric code minimum construction results in an increase in first year utility costs relative to a mixed fuel home, except for CPAU and SMUD where electricity rates are much lower than for the investor-owned utilities (IOUs). The addition of efficiency measures, market dominant HPWHs that meet the Northwest Energy Efficiency Alliance's (NEEA's) Advanced Water Heating Specification<sup>1</sup>, high efficiency heat pumps, increased solar photovoltaics (PV), and batteries all reduce utility costs, and a combination of these options was found to reduce annual utility costs relative to a mixed fuel home in all cases.

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<sup>1</sup> Refer to Section 0 for an explanation of HPWHs certified through NEEA's Advanced Water Heating Specification, their market status, and how they compare to federal minimum efficiency standards.

- Under the Net Billing Tariff (NBT)<sup>2</sup>, utility cost savings for increasing PV system size beyond code minimum are substantially less than what they were under prior net energy metering rules (NEM 2.0); however, savings are sufficient to be On-Bill cost-effective in all climate zones for the all-electric single family home. Coupling PV with battery systems increases utility cost savings as a result of improved on-site utilization of PV generation and fewer exports to the grid.
- Applying California Alternate Rates for Energy (CARE) rates in the IOU territories improves On-Bill cost-effectiveness for all-electric buildings, as compared to the same case under standard rates, due to higher utility cost savings compared to a code compliant mixed fuel building also on a CARE rate. This is due to the CARE discount on electricity being higher than that on gas.
- If gas tariffs are assumed to increase substantially over time, in line with the escalation assumption from the 2025 LSC development, all-electric new construction was found to be On-Bill cost-effective in almost all scenarios over the 30-year analysis period. There is much uncertainty surrounding future tariff structures as well as escalation values. While it's clear that gas rates are anticipated to increase, how much and how quickly is not known. Electricity tariff structures are expected to evolve over time, and the California Public Utilities Commission (CPUC) has an active proceeding to adopt an income-graduated fixed charge that benefits low-income customers and supports electrification measures<sup>3</sup>. The CPUC will make a decision in mid-2024 and the new rates are expected to be in place later that year or in 2025. While the anticipated impact of this rate change is lower volumetric electricity rates, the rate design is not finalized. While lower volumetric electricity rates provide many benefits like incentivizing electrification, it also will make building efficiency measures harder to justify as cost-effective due to lower utility bill cost savings.

#### Recommendations:

- A reach code with a single performance target based on source energy (EDR1) can be structured to strongly encourage electrification. This approach requires equivalent performance for all buildings and allows mixed fuel buildings which minimizes the risk of violating federal preemption. Below are examples of how a reach code for single family homes could be set up based on the results summarized in Table 27.
  - A jurisdiction in Climate Zone 12 could set a performance target at an EDR1 margin of 11.5 (the EDR1 margin for the all-electric Code Minimum package). Any all-electric home meeting or exceeding the prescriptive requirements would comply, and a mixed fuel home would likely need to incorporate a combination of efficiency measures and a battery system to comply.
  - Similarly, a jurisdiction in Climate Zone 7 may consider setting a performance target of 2.8 EDR1 margin (also the EDR1 margin for the all-electric Code Minimum package). Any all-electric home meeting or exceeding the prescriptive requirements would comply, but a mixed fuel home would likely be able to comply with only a suite of above-code efficiency measures (no battery). Alternatively, a higher EDR1 margin target of 5 would incentivize more energy efficiency or additional PV for all-electric construction, and mixed fuel construction would likely need to incorporate a battery system to comply.
  - A jurisdiction in Climate Zone 16 may want to set a performance target at an EDR1 margin of 20.5 (the EDR1 margin for the mixed fuel efficiency + PV + battery package). This would establish a target that a mixed fuel home could cost-effectively meet, likely only after incorporating a combination of efficiency measures and a battery system, and that an all-electric home could easily meet.
- The 2022 Title 24 code's new source energy metric combined with the heat pump baseline encourage all-electric construction, providing an incentive that allows for some amount of prescriptively required building efficiency to be traded off, still meeting minimum code compliance. This compliance benefit for all-electric homes highlights a unique opportunity for jurisdictions to incorporate efficiency into all-electric reach codes. Efficiency and electrification have symbiotic benefits and are both critical for decarbonization of buildings. As demand on the electric grid is increased through electrification, efficiency can reduce the negative impacts of

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<sup>2</sup> Refer to Section 2.1.3 for discussion on NBT and NEM

<sup>3</sup> <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/demand-response-dr/demand-flexibility-rulemaking>

additional electricity demand on the grid, reducing the need for increased generation and storage capacity, as well as the need to upgrade upstream transmission and distribution equipment. The Reach Codes Team recommends that jurisdictions adopting a reach code for single family buildings also include an efficiency requirement with EDR1 margins at minimum consistent with the all-electric code minimum package results in Table 27.

- The code compliance margins for the ADU all-electric code minimum package are lower than for the single family prototype; code compliance and cost-effectiveness can be more challenging for smaller dwelling units. As a result, the Reach Codes Team does not recommend EDR1 targets above those reported for the all-electric Code Minimum package in Table 28.

This report presents measures or measure packages that local jurisdictions may consider adopting to achieve energy savings and emissions reductions beyond what will be accomplished by enforcing minimum state requirements, the 2022 Building Energy Efficiency Standards (Title 24, Part 6), effective January 1, 2023.

Local jurisdictions may also adopt ordinances that amend different Parts of the California Building Standards Code or may elect to amend other state or municipal codes. The decision regarding which code to amend will determine the specific requirements that must be followed for an ordinance to be legally enforceable. For example, jurisdictions may amend Part 11 instead of Part 6 of the CA Building Code requiring review and approval by the Building Standards Commission (BSC) but not the California Energy Commission (Energy Commission). Reach codes that amend Part 6 of the CA Building Code and require energy performance beyond state code minimums must demonstrate the proposed changes are cost-effective and obtain approval from the Energy Commission. Although a cost-effectiveness study is only required to amend Part 6 of the CA Building Code, this study provides valuable context for jurisdictions pursuing other ordinance paths to understand the economic impacts of any policy decision. This study documents the estimated costs, benefits, energy impacts and greenhouse gas emission reductions that may result from implementing an ordinance based on the results to help residents, local leadership, and other stakeholders make informed policy decisions.

Model ordinance language and other resources are posted on the C&S Reach Codes Program website at [LocalEnergyCodes.com](https://www.localenergycodes.com). Local jurisdictions that are considering adopting an ordinance may contact the program for further technical support at [info@localenergycodes.com](mailto:info@localenergycodes.com). In addition, jurisdictions in a CCA territory with rates or rate structures that are significantly different than IOU rates may email the program at [info@localenergycodes.com](mailto:info@localenergycodes.com) to request a custom analysis.

# 1 Introduction

This report documents cost-effective combinations of measures that exceed the minimum state requirements, the 2022 Building Energy Efficiency Standards, effective January 1, 2023, for newly constructed single family buildings. This report was developed in coordination with the California Statewide Investor-Owned Utilities (CA IOUs) Codes and Standards Program, key consultants, and engaged cities—collectively known as the Reach Codes Team.

The analysis considers traditional detached single family and detached accessory dwelling unit (ADUs) building types and evaluates mixed fuel and all-electric package options in all sixteen California climate zones (CZs).<sup>4</sup> Packages include combinations of efficiency measures, on-site renewable energy, and battery energy storage.

This report documents the key results and conclusions from the Reach Codes Team analysis. A full dataset of all results can be downloaded from the Local Energy Codes [Resources](#)<sup>5</sup> webpage. Results alongside policy options and the potential citywide impacts for specific jurisdictions can also be explored using the Cost-effectiveness Explorer at <https://explorer.localenergycodes.com/>.

The California Building Energy Efficiency Standards Title 24, Part 6 (Title 24) (California Energy Commission, 2021a) is maintained and updated every three years by two state agencies: the California Energy Commission (Energy Commission) and the Building Standards Commission (BSC). In addition to enforcing the code, local jurisdictions have the authority to adopt local energy efficiency ordinances—or reach codes—that exceed the minimum standards defined by Title 24 (as established by Public Resources Code Section 25402.1(h)2 and Section 10-106 of the Building Energy Efficiency Standards). Local jurisdictions must demonstrate that the requirements of the proposed ordinance are cost-effective and do not result in buildings consuming more energy than is permitted by Title 24. In addition, the jurisdiction must obtain approval from the Energy Commission and file the ordinance with the BSC for the ordinance to be legally enforceable.

The Department of Energy (DOE) sets minimum efficiency standards for equipment and appliances that are federally regulated under the National Appliance Energy Conservation Act, including heating, cooling, and water heating equipment (E-CFR, 2020). Since state and local governments are prohibited from adopting higher minimum efficiencies than the federal standards require — herein referred to as federal preemption — the focus of this study is to identify and evaluate cost-effective packages that do not include high efficiency heating, cooling, and water heating equipment. High efficiency appliances are often the easiest and most affordable measures to increase energy performance. While federal preemption limits reach code mandatory requirements for covered appliances, in practice, builders may install any package of compliant measures to achieve the performance requirements.

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<sup>4</sup> See Appendix 7.1 Map of California Climate Zones for a graphical depiction of climate zone locations.

<sup>5</sup> <https://localenergycodes.com/content/resources/?q=newly%20constructed%20buildings:%20efficiency%20and%20electrification>

## 2 Methodology and Assumptions

### 2.1 Analysis for Reach Codes

This section describes the approach to calculating cost-effectiveness including benefits, costs, metrics, and utility rate selection.

#### 2.1.1 Modeling

The Reach Codes Team performed energy simulations using software approved for 2022 Title 24 Code compliance analysis, CBECC-Res 2022.3.0.

The general approach applied in this analysis is to evaluate performance and determine cost-effectiveness of various energy efficiency upgrade measures, individually and as packages, in single family buildings. Using the 2022 baseline as the starting point, prospective measures and packages were identified and modeled in each of the prototypes to determine the projected energy use (therm and kWh) and compliance impacts. A large set of parametric runs were conducted to evaluate various options and develop packages of measures that met or exceeded minimum code performance. The analysis utilized a Python based parametric tool to automate and manage the generation of CBECC-Res input files. This allowed for quick evaluation of various efficiency measures across multiple climate zones and prototypes and improved quality control. The batch process functionality of CBECC-Res was utilized to simulate large groups of input files at once.

#### 2.1.2 Cost-effectiveness

##### 2.1.2.1 Benefits

This analysis used two different metrics to assess cost-effectiveness of the proposed upgrades. Both methodologies require estimating and quantifying the incremental costs and energy savings associated with each energy efficiency measure. The main difference between the methodologies is the manner in which they value energy and thus the cost savings of reduced or avoided energy use:

**Utility Bill Impacts (On-Bill):** Customer-based lifecycle cost (LCC) approach that values energy based upon estimated site energy usage and customer utility bill savings using today's electricity and natural gas utility tariffs. Total savings are estimated over a 30-year duration and include discounting of future costs and energy cost inflation.

**Time Dependent Valuation (TDV):** Energy Commission LCC methodology, which is intended to capture the total value or cost of energy use over 30 years. This method accounts for long-term projected costs, such as the cost of providing energy during peak periods of demand, and other societal costs, such as projected costs for carbon emissions as well as grid transmission and distribution impacts. This metric values energy use differently depending on the fuel source (natural gas, electricity, and propane), time of day, and season. For example, electricity used (or saved) during peak periods has a much higher value than electricity used (or saved) during off-peak periods due to the less inefficient energy generation sources providing peak electricity (Horii, Cutter, Kapur, Arent, & Conotyannis, 2014). This is the methodology used by the Energy Commission in evaluating cost-effectiveness for efficiency measures in Title 24, Part 6.

##### 2.1.2.2 Costs

The Reach Codes Team assessed the incremental costs of the measures and packages over a 30-year lifecycle. Incremental costs represent the equipment, installation, replacement, and maintenance costs of the proposed measure relative to the 2022 Title 24 Standards minimum requirements or standard industry practices. Present value of replacement cost is included only for measures with lifetimes less than the 30-year evaluation period.

In calculating On-Bill cost-effectiveness, incremental first costs were assumed to be financed into a mortgage or loan with a 30-year loan term and four percent interest rate. Financing was not applied to future replacement or maintenance costs. In calculating TDV cost-effectiveness, incremental first costs were not assumed to be financed into a mortgage or loan.

### 2.1.2.3 Metrics

Cost-effectiveness is presented using net present value (NPV) and benefit-to-cost (B/C) ratio metrics.

**NPV Savings:** The lifetime NPV savings is reported as a cost-effectiveness metric; Equation 1 demonstrates how this is calculated. If the net savings of a measure or package is positive, it is considered cost-effective. Negative savings represent net costs.

**B/C Ratio:** Ratio of the present value of all benefits to the present value of all costs over 30 years (present value of benefits divided by present value of costs). The criteria benchmark for cost-effectiveness is a B/C ratio greater than one. A value of one indicates the present value of the savings over the analysis period is equivalent to the present value of the lifetime incremental cost of that measure. A value greater than one represents a positive return on investment. The B/C ratio is calculated according to Equation 2.

#### Equation 1

$$NPV\ Savings = Present\ value\ of\ lifetime\ benefit - Present\ value\ of\ lifetime\ cost$$

#### Equation 2

$$Benefit - to - Cost\ Ratio = \frac{Present\ value\ of\ lifetime\ benefit}{Present\ value\ of\ lifetime\ cost}$$

Improving the efficiency of a project often requires an initial incremental investment. In most cases the benefit is represented by annual On-Bill utility or TDV savings, and the cost is represented by incremental first cost and replacement costs. However, some packages result in initial construction cost savings (negative incremental cost), and either energy cost savings (positive benefits), or increased energy costs (negative benefits). In cases where both construction costs and energy-related savings are negative, the construction cost savings are treated as the ‘benefit’ while the increased energy costs are the ‘cost.’ In cases where a measure or package is cost-effective immediately (i.e., upfront construction cost savings and lifetime energy cost savings), B/C ratio cost-effectiveness is represented by “>1”.

The lifetime costs or benefits are calculated according to Equation 3.

#### Equation 3

$$PV\ of\ lifetime\ cost\ or\ benefit = \sum_{t=0}^n \frac{(Annual\ cost\ or\ benefit)_t}{(1 + r)^t}$$

Where:  $n$  = analysis term in years

- $r$  = discount rate

The following summarizes the assumptions applied in this analysis to both methodologies.

- Analysis term of 30 years
- Real discount rate of three percent

TDV is a normalized monetary format and there is a unique procedure for calculating the present value benefit of TDV energy savings. The present value of the energy cost savings in dollars is calculated by multiplying the TDV savings (reported by the CBECC-Res simulation software) by a NPV factor developed by the Energy Commission (see (Energy + Environmental Economics, 2020)). The 30-year residential NPV factor is \$0.173/kTDV kBtu for the 2022 code cycle.

#### Equation 4

- $TDV\ PV\ of\ lifetime\ benefit = TDV\ energy\ savings * NPV\ factor$



### 2.1.3 Utility Rates

In coordination with the CA IOU rate team (comprised of representatives from Pacific Gas and Electric (PG&E), Southern California Edison (SCE) and San Diego Gas and Electric (SDG&E)) and two Publicly-Owned-Utilities (POUs) (Sacramento Municipal Utility District (SMUD) and City of Palo Alto Utilities (CPAU)), the Reach Codes Team determined appropriate utility rates for each climate zone in order to calculate utility costs and determine On-Bill cost-effectiveness for the proposed measures and packages. The utility tariffs, summarized in Table 1, were determined based on the most prevalent active rate in each territory. Utility rates were applied to each climate zone based on the predominant IOU serving the population of each zone, with a few climate zones evaluated multiple times under different utility scenarios. Climate Zones 10 and 14 were evaluated with both SCE/SoCalGas and SDG&E tariffs since each utility has customers within these climate zones. Climate Zone 5 is evaluated under both PG&E and SoCalGas natural gas rates. Two POU or municipal utility rates were also evaluated: SMUD in Climate Zone 12 and CPAU in Climate Zone 4.

Some community choice aggregations (CCAs) have utility rates that are very similar to IOU rates, often within \$0.02 per kWh. For these CCA customers, total utility costs will be very similar to those calculated in this study and the results from this study will generally apply. The study results cannot be easily applied to CCAs with rates that do not closely track the IOU rates or municipal utilities outside of SMUD and CPAU.

First-year utility costs were calculated using hourly electricity and natural gas output from CBECC-Res and applying the utility tariffs summarized in Table 1. Annual costs were also estimated for IOU customers eligible for the CARE tariff discounts on both electricity and natural gas bills. Appendix 7.2 Utility Rate Schedules includes details of each utility tariff. For cases with onsite generation (i.e. solar photovoltaics (PV)), the approved Net Billing Tariff (NBT) was applied along with monthly service fees and hourly export compensation rates for 2024<sup>6</sup>. In December 2022, the California Public Utilities Commission (CPUC) issued a decision adopting NBT as a successor to prior net energy metering rules (NEM 2.0) that went into effect April of 2023.<sup>7</sup> The ADU was assumed to have separate electric and gas meters from the main house.

**Table 1: Utility Tariffs Used Based on Climate Zone**

Climate Zones	Electric / Gas Utility	Electricity Tariff	Natural Gas Tariff
<b>IOUs</b>			
1-5,11-13,16	PG&E / PG&E	E-ELEC	G1
5	PG&E / SoCalGas	E-ELEC	GR
6, 8-10, 14, 15	SCE / SoCalGas	TOU-D-PRIME	GR
7, 10, 14	SDG&E / SDG&E	EV-TOU-5 (TOU-ELEC for ADU cases without PV systems <sup>8</sup> )	GR
<b>POUs</b>			
4	CPAU / CPAU	E-1	G1
12	SMUD / PG&E	R-TOD	G1

Utility rates are assumed to escalate over time according to the CPUC 2021 En Banc hearings on utility costs through 2030 (California Public Utilities Commission, 2021a). Escalation rates through the remainder of the 30-year evaluation period are based on the escalation rate assumptions within the 2022 TDV factors. A second set of escalation rates were also evaluated to demonstrate the impact that utility cost changes over time have on cost-effectiveness. This utility rate escalation sensitivity analysis, presented in Section 4.6.3, was based on those used within the 2025 Long-

<sup>6</sup> <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/net-energy-metering-nem/nemrevisit/nbt-model--12142022.xlsb>

<sup>7</sup> <https://www.cpuc.ca.gov/nemrevisit>

<sup>8</sup> See Section 3.2 Prototype Characteristics for a description of ADU cases that don't require solar PV prescriptively.



term System Cost (LSC) factors (LSC replaces TDV in the 2025 code cycle) which assumed steep increases in gas rates in the latter half of the analysis period. See Appendix 7.2.7 Fuel Escalation Assumptions for details.

## 2.2 Greenhouse Gas Emissions

The analysis reports the greenhouse gas (GHG) emission estimates based on assumptions within CBECC-Res. There are 8,760 hourly multipliers accounting for time-dependent energy use and carbon based on source emissions, including renewable portfolio standard projections. There are two strings of multipliers—one for Northern California climate zones, and another for Southern California climate zones.<sup>9</sup> GHG emissions are reported as average annual metric tons of CO<sub>2</sub> equivalent over the 30-year measure analysis period.

## 2.3 Energy Design Rating

The 2019 Title 24 Code introduced California’s Energy Design Rating (EDR) as the primary metric to demonstrate compliance with the energy code for single family buildings. This EDR was based on the hourly TDV energy use from a building that is compliant with the 2006 International Energy Conservation Code (IECC) as the Reference Building. The Reference Building has an EDR score of 100 while a zero-net energy (ZNE) home has an EDR score of zero. While the Reference Building is used to set the scale for the rating, the Proposed Design is still compared to the Standard Design based on the Title 24 prescriptive baseline assumptions to determine compliance. In the 2022 Title 24 Code a second new EDR metric was introduced based on hourly source energy. The two EDR metrics are described below:

- EDR1 is calculated based on source energy.
- EDR2 is calculated based on TDV energy.

EDR1 has only one component, “Total EDR1” which represents source energy use for the entire building. EDR2 is composed of two components for compliance purposes: the “Efficiency EDR2”, which represents the energy efficiency features of a home, and the PV/Flexibility EDR2, which includes the effects of PV and battery storage systems. “Total EDR2” combines all energy use of the building including both the Efficiency and PV/Flexibility impacts. While the Efficiency EDR2 does not include the full impact of a battery system, it can include a self-utilization credit for batteries if certain conditions are met.

For a new, single family building to comply with the 2022 Title 24 Code, three criteria must be met:

1. The Proposed Total EDR1 must be equal to or less than the Total EDR1 of the Standard Design, and
2. The Proposed Efficiency EDR2 must be equal to or less than the Efficiency EDR2 of the Standard Design, and
3. The Proposed Total EDR2 must be equal to or less than the Total EDR2 of the Standard Design.

This concept, consistent with California’s “loading order” which prioritizes energy efficiency ahead of renewable generation, requires projects to meet a minimum Efficiency EDR2 before PV is credited but allows for PV to be traded off with additional efficiency when meeting the Total EDR2. A project may improve building efficiency beyond the minimum required and subsequently reduce the PV generation capacity necessary to achieve the required Total EDR2. However, it may not increase the size of the PV system and trade this off with a reduction of efficiency measures.

Results from this analysis are presented as EDR Margin, a reduction in the EDR score relative to the Standard Design. EDR Margin is a better metric to use than absolute EDR in the context of a reach code because absolute values vary based on the home design and characteristics such as size and orientation. This approach aligns with how compliance is reported for the 2019 and 2022 Title 24 Code. The EDR Margin is calculated according to Equation 5.

### Equation 5

$$EDR\ Margin = Standard\ Design\ EDR - Proposed\ Design\ EDR$$

<sup>9</sup> CBECC-Res multipliers are the same for CZs 1-5 and 11-13 (Northern California), while there is another set of multipliers for CZs 6-10 and 14-16 (Southern California).

### 3 Prototypes, Measure Packages, and Costs

This section describes the prototypes and the scope of analysis drawing from previous research where necessary, including the 2019 low-rise residential single family reach code study (Statewide Reach Codes Team, 2019).

#### 3.1 Prior Reach Code Research

In 2019, the Reach Codes Team analyzed the cost-effectiveness of residential single family new construction projects for mixed fuel and all-electric packages (Statewide Reach Codes Team, 2019). Using this analysis, several cities and counties in California adopted local energy code amendments encouraging or requiring that low-rise residential new construction be all-electric. As there were few changes to the single family requirements, this analysis for the 2022 code cycle leveraged the work completed for the 2019 reports. Initial efficiency packages were based on the final packages from the 2019 research and were revised to reflect measure specifications and costs based on new data.

#### 3.2 Prototype Characteristics

The Energy Commission defines building prototypes which it uses to evaluate the cost-effectiveness of proposed changes to Title 24 requirements. For the 2022 code cycle the Energy Commission used two single family prototypes, both of which were used in this analysis. Additional details on the prototypes can be found in the Alternative Calculation Method (ACM) Approval Manual (California Energy Commission, 2018).

Additionally, a detached new construction ADU prototype was developed to reflect recent trends in California construction related to the high cost of housing (TRC, 2021). ADUs are additional dwelling units typically built on the property of an existing single-family parcel. ADUs are defined as new construction in the energy code when they are ground-up developments, do not convert an existing space to livable space, and are not attached to the primary dwelling. The evaluated prototype is not representative of an attached ADU constructed as an addition to an existing home.

The Reach Codes Team leveraged prior research to define the detached ADU baseline and measure packages. The house size and number of bedrooms were based on data from a survey conducted by UC Berkeley’s Center for Community Innovation (UC Berkeley Center for Community Innovation, 2021). The survey found that the average square footage for new ADUs statewide is 615 square feet and that the majority (61 percent) of new ADUs have one bedroom.

Table 2 describes the basic characteristics of each prototype. The prototypes have equal geometry on all walls, windows and roof to be orientation neutral.

**Table 2: Prototype Characteristics**

Characteristic	Single Family One-Story	Single Family Two-Story	ADU
Conditioned Floor Area	2,100 ft <sup>2</sup>	2,700 ft <sup>2</sup>	625 ft <sup>2</sup>
Num. of Stories	1	2	1
Num. of Bedrooms	3	4	1
Window-to-Floor Area Ratio	20%	20%	19.2%

The Energy Commission’s protocol for the two single family prototypes is to weigh the simulated energy impacts by a factor that represents the distribution of single-story and two-story homes being built statewide. Consistent with this protocol, this study assumed 50 percent single-story and 50 percent two-story. Simulation results in this study are

characterized and presented according to this ratio, which is approximately equivalent to a 2,400-square foot (ft<sup>2</sup>) house.<sup>10</sup> ADU results are presented separately.

The methodology used in the analyses for each of the prototypical building types begins with a design that precisely meets the minimum 2022 prescriptive requirements (zero compliance margin). Table 150.1-A in the 2022 Standards (California Energy Commission, 2021a) lists the prescriptive measures that determine the baseline design in each climate zone. Other features are consistent with the Standard Design in the ACM Reference Manual (California Energy Commission, 2022), and are designed to meet, but not exceed, the minimum requirements. See Appendix 7.4 for a list of prescriptive values relevant to the measures explored in this analysis.

Table 3 describes additional characteristics as they were applied to the base case, or baseline, energy model in this analysis. In a shift from the 2019 Standards, the 2022 Standards apply a prescriptive fuel source for space heating and water, where one is gas-fueled and one is a heat pump depending on climate zone. This establishes a prescriptive heat pump baseline. In most climate zones the prescriptive base case includes a heat pump water heater and a natural gas furnace for space heating. In Climate Zones 3, 4, 13, and 14 this is reversed, where the base case has a heat pump space heater and natural gas tankless water heater.

Table 4 summarizes the PV capacities for the base case packages.

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<sup>10</sup> 2,400 ft<sup>2</sup> = (50% x 2,100 ft<sup>2</sup>) + (50% x 2,700 ft<sup>2</sup>)

**Table 3: Base case Characteristics of the Prototypes**

Characteristic	Single Family	ADU
Space Heating/Cooling <sup>1,2</sup>	<u>CZs 1-2,5-12,15-16</u> : Natural gas furnace, split AC 80 AFUE, 14.3 SEER2, 11.7 EER2 <u>CZs 3-4,13-14</u> : Split heat pump – 7.5 HSPF2, 14.3 SEER2, 11.7 EER2	Same as single family
Air Distribution	<u>Ductwork located in vented attic</u>	Same as single family
Water Heater <sup>1,2</sup>	<u>CZs 1-2,5-12,15-16</u> : Heat pump water heater (HPWH) UEF = 2.0 located in the garage <u>CZs 3-4,13-14</u> : Natural gas tankless – UEF = 0.81	Same equipment type as SF except HPWH is located inside the conditioned space with the supply air ducted from outside and exhaust air ducted to outside. <sup>3</sup>
Hot Water Distribution	Code minimum <u>CZs 1,16</u> : Basic compact distribution credit	Same as single family
Cooking	Natural Gas	Same as single family
Clothes Drying	Natural Gas	Same as single family
PV System	Sized to offset 100% of electricity use for space cooling, ventilation, lighting, appliance, & other miscellaneous electric loads. Size differs by climate zone ranging from 2.64 kW to 5.21 kW, see Table 4.	PV is not required when the PV system size required based on the prescriptive calculations is less than 1.8 kW, as is the case in Climate Zones 1-9, 12, 14, and 16. In the other climate zones the PV size ranges from 1.73 kW to 2.51 kW, see Table 4. <sup>4</sup>
Foundation	Slab-on-grade	Same as single family

<sup>1</sup> Equipment efficiencies are equal to minimum federal appliance efficiency standards.

<sup>2</sup> AFUE = annual fuel utilization efficiency. SEER = seasonal energy efficiency ratio. EER = energy efficiency ratio. HSPF = heating seasonal performance factor. UEF = uniform energy factor.

<sup>3</sup> This version of CBECC-Res used in this analysis did not have the capability to directly model ducted HPWHs even though this configuration is called out as the Standard Design in the 2022 ACM (California Energy Commission, 2022). This was modeled by indicating that the tank is located within the conditioned space with the compressor unit located outside.

<sup>4</sup> Exception 2 to Section 150.1(l)14 states that “no PV system is required when the minimum PV system size specified by section 150.1(c)14 is less than 1.8 kWdc.” In this analysis this exception is applied based on the sizes calculated per Equation 150.1-C of Section 150.1(c)14. The performance software sizes the PV system based on the estimated energy use, which differs slightly from the prescriptive sizing. As a result, the baseline PV capacity from the performance software for Climate Zone 10 is less than 1.8 kWdc.

**Table 4: Base Package PV Capacities (kW-DC)**

Climate Zone	Base Package	
	Single Family	ADU
CZ01	3.57	0
CZ02	3.03	0
CZ03	2.83	0
CZ04	2.91	0
CZ05	2.64	0
CZ06	2.65	0
CZ07	2.83	0
CZ08	3.11	0
CZ09	2.96	0
CZ10	3.17	1.73
CZ11	3.90	2.06
CZ12	3.14	0
CZ13	4.05	2.09
CZ14	3.15	0
CZ15	5.21	2.51
CZ16	2.93	0

### 3.3 Measure Definitions and Costs

Measures evaluated in this study fall into two categories: those associated with general efficiency — onsite generation (solar PV), and demand flexibility (batteries) — and those associated with building electrification. Furthermore, general efficiency measures are broken into those that are federally preempted and those that are not; see Section 1 for background information on preemption and Section 3.4 for details of measure packages evaluated in this study. The Reach Codes Team selected measures based on cost-effectiveness as well as decades of experience with residential architects, builders, and engineers along with general knowledge of the relative consumer acceptance of many measures.

The following sections describe the details and incremental cost assumptions for each of the measures. Incremental costs represent the equipment, installation, replacement, and maintenance costs of the proposed measures relative to the base case.<sup>11</sup> Replacement costs are applied for roofs, mechanical equipment, PV inverters and battery systems over the 30-year evaluation period. Maintenance costs are estimated for PV systems, but not any other measures. Costs were estimated to reflect costs to the building owner. All costs are provided as present value in 2023 (2023 PV\$).

The Reach Codes Team obtained measure costs from distributors, contractors, literature review, and online sources such as Home Depot and RS Means. Contractor markups are incorporated. These are the Reach Codes Team’s best estimates of average costs statewide. However, it’s recognized that local costs may differ, and that inflation and supply chain issues may also impact costs.

#### 3.3.1 Efficiency, Solar PV, and Batteries

The following are descriptions of each of the efficiency, PV, and battery measures evaluated under this analysis and applied in at least one of the packages presented in this report, including how they compare to the current prescriptive requirements. Throughout this report, “Efficiency” measures refer specifically to the following non-preempted

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<sup>11</sup> All first costs are assumed to be financed in a mortgage and interest costs due to financing are included in the incremental costs. See Section 2.1.2 for details.

measures. These measures are in addition to or in place of the relevant 2022 base case prototype characteristics outlined in Table 3, and their applicability to measure packages are summarized in Table 39 through Table 41. Table 5 summarizes the incremental cost assumptions for each of these measures.

**Reduced Infiltration (ACH50):** Reduce infiltration in single family homes from the default infiltration assumption of five (5) air changes per hour at 50 Pascals (ACH50)<sup>12</sup> by 40 percent to 3 ACH50. HERS rater field verification and diagnostic testing of building air leakage according to the procedures outlined in the 2022 Reference Appendices RA3.8 (California Energy Commission, 2021b).

**Lower U-Factor Fenestration:** Reduce window U-factor to 0.24. The prescriptive U-factor is 0.30 in all climate zones.

**Higher SHGC Fenestration:** Increase solar heat gain coefficient (SHGC) to 0.50 in climate zones where heating loads dominate (1, 3, 5 and 16). The baseline SHGC applied in the Standard Design is 0.35 in these climate zones.

**Cool Roof:** Install a roofing product that's rated by the Cool Roof Rating Council to have an aged solar reflectance (ASR) equal to or greater than 0.25. Steep-sloped roofs were assumed in all cases. The prescriptive ASR is 0.20 for Climate Zones 10 through 15.

**Increased Ceiling Insulation:** Increase ceiling level insulation in a vented attic to R-38, R-49, or R-60 insulation.

**Slab Insulation:** Install R-10 perimeter slab insulation at a depth of 16-inches. This measure doesn't apply to Climate Zone 16 where slab insulation is required prescriptively.

**Low Pressure Drop Ducts:** Upgrade the duct distribution system to reduce external static pressure and meet a maximum fan efficacy of 0.35 Watts per cfm (compared to the prescriptively required 0.45 W/cfm). This may involve upsizing ductwork, reducing the total effective length of ducts, and/or selecting low pressure drop components such as filters. Fan watt draw must be verified by a HERS rater according to the procedures outlined in the 2022 Reference Appendices RA3.3 (California Energy Commission, 2021b). This applies to the single family prototype only.

**Buried Radial Duct Design:** Bury all ductwork in ceiling insulation by laying the ducts across the ceiling joists or in-between ceiling joists directly on the ceiling drywall. Duct design is based on a radial design where individual ducts are run to each supply register. This allows for smaller diameter ducts, reducing duct losses and more easily meeting fully or deeply buried conditions.<sup>13</sup> Duct burial and duct system design must be verified by a HERS rater according to the procedures outlined in the 2022 Reference Appendices RA3.1.4.1.5 and RA3.1.4.1.6 (California Energy Commission, 2021b). This applies to the single family prototype only.

**Ductless Mini-Split Heat Pump:** In the ADU prototype install a ductless mini-split heat pump with three indoor heads. The system is evaluated as meeting the criteria for the variable capacity heat pump (VCHP) credit, introduced in the 2019 code cycle, which must be verified by a HERS rater according to the procedures outlined in the 2022 Reference Appendices RA3.4.4.3 (California Energy Commission, 2021b). This credit requires verification of refrigerant charge, that all equipment is entirely within conditioned space, that airflow is directly supplied to all habitable space, and that wall mounted thermostats serve any zones greater than 150 square feet. This measure is non-preempted because it does not require the installation of equipment with efficiencies above federal minimum requirements.

**Compact Hot Water Distribution:** Design the hot water distribution system to meet minimum requirements for the basic compact hot water distribution credit according to the procedures outlined in the 2022 Reference Appendices RA4.4.6 (California Energy Commission, 2021b). In many single family homes this may require moving the water heater from an exterior to an interior garage wall. CBEC-Res software assumes a 30% reduction in distribution losses for the basic credit. This is prescriptively required in Climate Zones 1 and 16 only.

**Solar PV:** Installation of on-site PV is required in the 2022 residential code unless an exception is met. The PV sizing methodology in each package was developed to offset annual building electricity use and avoid oversizing. In all cases,

<sup>12</sup> Whole house leakage tested at a pressure difference of 50 Pascals between indoors and outdoors.

<sup>13</sup> The duct systems in the Central Valley Research Homes Project Final Project Report are illustrative of this approach (Proctor, Wilcox, & Chitwood, 2018).



PV is evaluated in CBECC-Res according to the California Flexible Installation (CFI) 1 assumptions. To meet CFI eligibility, the requirements of 2022 Reference Appendices JA11.2.2 (California Energy Commission, 2021b) must be met.

The Reach Codes Team used two options within the CBECC-Res software for sizing the PV system. The first option, “Standard Design PV”, was applied in the base case simulations and packages where the PV system size was not changed from the minimum system size required<sup>14</sup>. For the PV packages, the second option, “Specify PV System Scaling”, was used. In these cases, a scaling of 100 was applied, indicating that the PV system be sized to offset 100% of the estimated electricity use of the Proposed Design case.

One exception to the PV requirement is when the minimum PV system size required is less than 1.8 kW. This exception applies to the ADU models in Climate Zones 1-9, 12, 14, and 16. For these cases no PV system is required by code and no PV system was modeled in the base case simulations.

**Battery Energy Storage:** A 10 kWh battery system was evaluated in CBECC-Res with control type set to “Basic” and with default efficiencies of 95% for both charging and discharging. 10kWh battery capacity is representative of systems installed in single family homes based on the Self-Generation Incentive Program (SGIP) participant data. The “Basic” control option charges the battery system anytime PV generation is greater than the house load and discharges the battery whenever the house load exceeds PV generation. The battery does not discharge to the grid, maximizing on-site utilization of the PV system and in turn utility bill benefits under NBT. To qualify for the battery storage compliance credit the battery system must meet the requirements outlined in the 2022 Reference Appendices JA12 (California Energy Commission, 2021b). Batteries are not prescriptively required in any climate zone.

**Table 5: Incremental Cost Assumptions: Efficiency, PV, and Battery Measures**

Measure	Performance Level	Incremental Cost (2023 PV\$) <sup>1</sup>		Source & Notes
		Single Family	ADU	
Reduced Infiltration	3.0 vs 5.0 ACH50	\$591	\$362	\$0.115/ft <sup>2</sup> based on NREL’s BEopt cost database plus \$250 HERS rater verification.
Window U-factor	0.24 vs 0.30	\$2,280	\$285	\$4.23/ft <sup>2</sup> window area based on analysis conducted for the 2019 and 2022 Title 24 cycles (Statewide CASE Team, 2018).
Window SHGC	0.50 vs 0.35	\$0	\$0	Based on feedback from Statewide CASE Team that higher SHGC does not necessarily have any incremental cost (Statewide CASE Team, 2017).
Cool Roof	0.25 vs 0.20 aged solar reflectance	\$219	\$53	\$0.07per ft <sup>2</sup> of roof area first incremental cost for asphalt shingle product based on the 2022 Nonresidential High Performance Envelope CASE Report (Statewide CASE Team, 2020a). Total costs assume present value of replacement at year 20 and residual cost for remaining product life at end of 30-year analysis period. Higher reflectance values for lower cost are achievable for tile roof products
Attic Insulation	R-49 vs R-30	\$872	n/a	Based on costs from the 2022 Residential Additions & Alterations CASE Report (Statewide CASE Team, 2020b).
	R-60 vs R-30	\$1,420	n/a	
	R-60 vs R-38	\$1,096	n/a	
Slab Edge Insulation	R-10 vs R-0	\$651	\$449	\$4 per linear foot of slab perimeter based on internet research. Assumes 16in depth.

<sup>14</sup> The Standard Design PV system is sized to offset the electricity use of the building loads which are typically electric in a mixed fuel home, which includes all loads except space heating, water heating, clothes drying, and cooking.

Measure	Performance Level	Incremental Cost (2023 PV\$) <sup>1</sup>		Source & Notes
		Single Family	ADU	
Low Pressure Drop Ducts	0.35 vs 0.45 W/cfm	\$99	n/a	Costs assume one-hour labor for single family and half-hour for the ADU. Labor rate of \$88 per hour is from 2022 RS Means for sheet metal workers and includes a weighted average City Cost Index for labor for California.
Buried Ducts	Buried, radial design	\$281	n/a	No cost for laying ducts on attic floor versus suspending, in some cases there will be cost savings. Neutral cost for radiant design versus trunk and branch design. A \$250 HERS Rater verification fee is included.
Duct Insulation	R-8 vs R-6	\$201	n/a	Based on costs from the 2022 Residential Additions & Alterations CASE Report (Statewide CASE Team, 2020b).
Ductless Mini-Split Heat Pump	Ductless system meeting the VCHP credit vs. ducted split heat pump	n/a	\$1,571	Costs were developed based on data from E3's 2019 report Residential Building Electrification in California (Energy & Environmental Economics, 2019) and the 2022 All-Electric Multifamily CASE Report (Statewide CASE Team, 2020c). Equipment costs are from the CASE Report for the 10-story multifamily prototype assuming similar sized equipment between the multifamily dwelling unit and the ADU. Thermostat, wiring, electrical, and ducting costs are from the E3 study. A \$250 HERS Rater verification fee is also included. Where this measure is applied to the mixed fuel home with a gas furnace, this cost is in addition to the cost difference for a heat pump versus a gas furnace/split AC reported in Section 3.3.2.
Compact Hot Water Distribution	Basic credit – homes with gas tankless	\$196	\$0	For single family homes with a gas tankless water heater (mixed fuel homes in Climate Zones 3, 4, 13, 14) assumes adding 20-foot venting at \$14.69 per linear foot to locate water heater on interior garage wall, less 20-foot savings for PEX and pipe insulation at \$5.98 per linear foot. Costs obtained from online retailers. For single family homes with a HPWH there is an incremental cost savings from less pipe being required. For the ADU it is assumed the credit can be met without any changes to design and there is no cost impact.
	Basic credit – homes with HPWH	-\$134	\$0	
PV System	First Cost	\$3.11/W	\$3.11/W	First costs are from LBNL's Tracking the Sun 2022 (Barbose, Galen; Darghouth, Naim; O'Shaughnessy, Eric; Forrester, Sydney, 2022) and represent median costs in California in 2022 of \$3.78/WDC for residential systems. The first cost was reduced by the solar energy Investment Tax Credit of 30%. <sup>2</sup> Inverter replacement cost of \$0.14/WDC present value includes replacements at year 11 at \$0.15/WDC (nominal) and at year 21 at \$0.12/WDC (nominal) per the 2019 PV CASE Report (California Energy Commission, 2017). System maintenance costs of \$0.31/WDC present value assume \$0.02/WDC (nominal) annually per the 2019 PV CASE Report (California Energy Commission, 2017).
	Inverter replacement	\$0.14/W	\$0.14/W	
	Maintenance	\$0.31/W	\$0.31/W	
	Replacement cost	\$648/kWh	\$648/kWh	



Measure	Performance Level	Incremental Cost (2023 PV\$) <sup>1</sup>		Source & Notes
		Single Family	ADU	
Battery (10 kWh)	First cost	\$782/kWh	\$782/kWh	<p>First costs of \$1,101/kWh are from SGIP residential participant cost data for single family projects between 2020 and 2023. The first cost is reduced by 30% due to the Investment Tax Credit<sup>2</sup> and also by \$0.15/Wh due to the base SGIP incentive<sup>3</sup>. The SGIP incentive is only accounted for in IOU territories and not for SMUD and CPAU analyses.</p> <p>Replacement cost at years 10 and 20 was calculated based on the first cost reduced by 7% annually over the next 10 years for a future value cost of \$533/kWh. The 7% reduction is based on SDG&amp;E's Behind-the-Meter Battery Market Study (E-Source companies, 2020). For projects constructed in 2024 or 2025, the first replacement at year 10 would occur in 2034 or 2035. This replacement cost includes an average Investment Tax Credit of 22% in 2034 and 0% in 2035<sup>2</sup>.</p>

<sup>1</sup>All first costs are assumed to be financed in a mortgage and interest costs due to financing are included in the incremental costs. See Section 2.1.2 for details. Interest costs were not included for calculating TDV cost-effectiveness.

<sup>2</sup>As part of the Inflation Reduction Act in August 2022 the Section 25D Investment Tax Credit was extended and raised to 30% through 2032 with a step-down beginning in 2033. <https://www.seia.org/sites/default/files/2022-08/Inflation%20Reduction%20Act%20Summary%20PDF%20FINAL.pdf>

<sup>3</sup>SGIP incentives vary by 'steps' which reflect utility-specific funding across program implementation years. See: [https://www.selfgenca.com/home/program\\_metrics/](https://www.selfgenca.com/home/program_metrics/)

### 3.3.2 Electrification

This analysis compared a code compliant mixed fuel prototype, which uses natural gas for three appliances (cooking, clothes drying and either space heating or water heating), with a code compliant all-electric prototype. The associated costs included the relative costs between natural gas and electric appliances, differences between in-house electricity and natural gas infrastructure, and the associated infrastructure costs for providing natural gas to the building. To estimate costs the Reach Codes Team leveraged costs from the 2019 reach code cost-effectiveness studies for residential new construction (Statewide Reach Codes Team, 2019) and detached accessory dwelling units (Statewide Reach Codes Team, 2021b), 2022 RS Means, PG&E data, published utility schedules and rules, and online research.

#### 3.3.2.1 Utility Infrastructure

This section addresses utility infrastructure costs during construction; appliance-specific infrastructure costs are addressed in Section 0. Table 6 presents total costs for natural gas infrastructure for a single family building within CA gas IOU territory, including distribution and service line extensions, meter installation, and plan review. These costs are applied as cost savings for an all-electric home when compared to a mixed fuel home. This is the component with the highest degree of variability for all-electric homes, as they are project-dependent and may be significantly impacted by such factors as utility territory, site characteristics, distance to the nearest natural gas main and main location, joint trenching, whether work is conducted by the utility or a private contractor, and number of dwelling units per development. All gas utilities participating in this study were solicited for cost information. The CA IOU costs for single family homes presented are based on cost data provided by PG&E.

Extension of service lines from a main distribution line to the home were provided separately for a new subdivision in an undeveloped area (\$1,300) as well as an infill development (\$6,750). The service extension is typically more costly in an infill scenario due to the disruption of existing roads, sidewalks, and other structures. For this analysis an average of the new subdivision and infill development costs was used, representing 80 percent of the new subdivision and 20 percent infill. In the case of distribution line extensions, the estimated cost is for new greenfield development.

For the single family analysis, based on the Reach Codes Team's conversations with the industry it is assumed that no upgrades to the electrical panel are required and that a 200 Amp panel is typically installed for both mixed fuel and all-electric homes.

**Table 6: Single Family IOU Total Natural Gas Infrastructure Costs**

Item	Cost
Distribution Line Extension	\$1,020
Service Line Extension	\$2,390
Meter	\$300
Plan Review Costs	\$850
<b>Total</b>	<b>\$4,560</b>

CPAU provides gas service to its customers and therefore separate costs were evaluated based on CPAU gas service connection fees.<sup>15</sup> Table 7 presents the breakdown of gas infrastructure costs used in this analysis for CPAU. There is no main distribution line component since Palo Alto has little greenfield space remaining and most of the development is infill.

<sup>15</sup> CPAU Schedule G-5 effective 09-01-2019: <https://www.cityofpaloalto.org/files/assets/public/utilities/utilities-engineering/general-specifications/gas-service-connection-fees.pdf>

**Table 7: Single Family CPAU Total Natural Gas Infrastructure Costs**

Item	Cost
Service Extension	\$5,892
Meter	\$1,012
Plan Review Costs	\$924
<b>Total</b>	<b>\$7,828</b>

Electricity infrastructure costs for single family homes were not estimated as part of this work as they are expected to be the same for both all-electric and mixed fuel construction. This will change in July 2024 based on the CPUC’s recent decision to eliminate electric line extension subsidies for new construction projects that use natural gas and/or propane.<sup>16</sup> This will increase the utility infrastructure costs for mixed fuel homes, relative to all-electric homes, improving the cost-effectiveness of all-electric construction. The Reach Codes Team intends to quantify this impact in future studies.

Table 8 presents utility infrastructure costs for the detached ADU, both mixed fuel and all-electric designs. These costs are directly from the 2019 detached ADU reach code report (Statewide Reach Codes Team, 2021b) and were obtained from stakeholder interviews and RS Means. For the ADU scenario it’s assumed that natural gas infrastructure already exists on the lot and is being extended to the location of the ADU typically at the back of the lot. There are incremental cost savings for an all-electric ADU from not extending the natural gas service; however, there is also a small incremental cost for upgrading the electric service to accommodate the additional electrical load. The Reach Codes Team found that a new detached ADU would require that the building owner upgrade the service connection to the lot in both the mixed fuel ADU design and the all-electric design. The most common size for this upgrade is to upsize the existing panel to 225A, which would not represent an incremental cost from the mixed fuel project to the all-electric project. Feeder wiring to the ADU and the ADU subpanel, on the other hand, will need to be slightly upgraded for the all-electric design.

**Table 8: ADU Utility Infrastructure Total and Incremental Costs**

Mixed Fuel Measure	Mixed Fuel Total Cost	All-Electric Measure	All-Electric Total Cost	All-Electric Incremental Cost
Site natural gas service extension	\$1,998	No site natural gas service	\$0	(\$1,998)
Site electrical service connection upgrade 225A	\$3,500	Site electrical service connection upgrade 225A	\$3,500	\$0
100A feeder to ADU with breaker	\$933	125A feeder to ADU with breaker	\$1,206	\$273
100A ADU subpanel	\$733	125A ADU subpanel	\$946	\$213
<b>Totals</b>	<b>\$7,164</b>		<b>\$5,652</b>	<b>(\$1,512)</b>

### 3.3.2.2 Equipment

This section provides descriptions and costs of the equipment applied to electrify mixed fuel homes in the all-electric packages. The equipment meets but does not exceed federal efficiency requirements to avoid federal preemption concerns.

<sup>16</sup> <https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-eliminates-last-remaining-utility-subsidies-for-new-construction-of-buildings-using-gas-2023>

For the water heating and space conditioning equipment analyzed, cost analyses incorporated the equipment’s effective useful lifetime (EUL), which are summarized in Table 9. The EUL for the heat pump, furnace, and air conditioner are based on the Database for Energy Efficient Resources (DEER) (California Public Utilities Commission, 2021b). Water heating equipment lifetimes are based on DOE’s recent water heater rulemaking (Department of Energy, 2022). Replacement costs are applied when equipment reaches its EUL within the 30-year evaluation period, and in such cases are included in the total lifetime costs. Residual value of the gas furnace and gas tankless at the end of the 30-year analysis period was accounted for to represent the remaining life of the equipment.

In this analysis, replacement costs assume a like-for-like replacement of equipment type and fuel (as listed in Table 9). However, this may be precluded in the future due to efforts to prohibit the sale of gas equipment currently being considered or undertaken by air districts (ex. BAAQMD, SCAQMD) and the California Air Resources Board (ex. zero NOx appliance rules).

**Table 9: Effective Useful Lifetime (EUL) of Water Heating & Space Conditioning Equipment**

Measure	EUL (Years)
Gas Furnace	20
Air Conditioner	15
Heat Pump	15
Gas Tankless Water Heater	20
Heat Pump Water Heater	15

**Space Conditioning:** This measure covers replacing a prescriptive air conditioner and gas furnace with a minimum efficiency heat pump in applicable climate zones (1, 2, 5 to 12, 15 and 16; see Table 3). Typical incremental costs for this equipment were based on contractor feedback and price variation by system capacity from the AC Wholesalers website and the RS Means cost database (RSMeans, 2022). Costs were applied based on the system capacity from heating and cooling load calculations in CBECC-Res as presented in Table 10. Air conditioner nominal capacity was calculated as the CBECC-Res cooling load, rounded up to the nearest half ton. Heat pump nominal capacity was calculated as the maximum of either the CBECC-Res heating or cooling load, rounded up to the nearest half ton. In both cases a minimum capacity of 1.5-ton was applied as this represents the typical smallest available split system heat pump equipment. Load calculations demonstrated that Climate Zones 2, 5 to 12, and 15 were cooling-dominated while Climate Zones 1 and 16 were heating-dominated. In the heating dominated climate zones the heat pump for the single family home needs to be upsized relative to an air conditioner that only provides cooling.

Replacement costs were estimated based on a contractor survey conducted by the Statewide Reach Codes Team in 2023 (Statewide Reach Codes Team, tbd), less any gas and electric infrastructure costs, and the equipment lifetimes listed in Table 9. Resultant incremental costs are presented in Table 11.

This measure, and thus the incremental cost, does not apply to climate zones where heat pump space conditioning is already prescriptively required (Climate Zones 3, 4, 13, and 14).

**Table 10: Space Conditioning System Nominal Capacities**

Climate Zone	Single Family		ADU	
	Air Conditioner Capacity (tons)	Heat Pump Capacity (tons)	Air Conditioner Capacity (tons)	Heat Pump Capacity (tons)
1	1.5	2.5	1.5	1.5
2	3	3	1.5	1.5
3	-	-	-	-
4	-	-	-	-
5	3	3	1.5	1.5
6	3	3	1.5	1.5
7	3	3	1.5	1.5
8	2.5	2.5	1.5	1.5
9	2.5	2.5	1.5	1.5
10	2.5	2.5	1.5	1.5
11	3	3	1.5	1.5
12	2.5	2.5	1.5	1.5
13	-	-	-	-
14	-	-	-	-
15	4	4	1.5	1.5
16	2	3.5	1.5	1.5

**Table 11: Space Conditioning System Incremental Costs (2023 PV\$)**

Climate Zone	Single Family		ADU	
	First Cost	Total Lifetime Cost (Financed)	First Cost	Total Lifetime Cost (Financed)
1	\$803	\$2,705	(\$2,120)	(\$1,717)
2	(\$1,044)	(\$44)	(\$2,120)	(\$1,717)
3	-	-	-	-
4	-	-	-	-
5	(\$1,044)	(\$44)	(\$2,120)	(\$1,717)
6	(\$1,044)	(\$44)	(\$2,120)	(\$1,717)
7	(\$1,044)	(\$44)	(\$2,120)	(\$1,717)
8	(\$1,445)	(\$673)	(\$2,120)	(\$1,717)
9	(\$1,445)	(\$673)	(\$2,120)	(\$1,717)
10	(\$1,445)	(\$673)	(\$2,120)	(\$1,717)
11	(\$1,044)	(\$44)	(\$2,120)	(\$1,717)
12	(\$1,445)	(\$673)	(\$2,120)	(\$1,717)
13	-	-	-	-
14	-	-	-	-
15	(\$1,032)	\$368	(\$2,120)	(\$1,717)
16	\$2,331	\$5,123	(\$2,120)	(\$1,717)

**Water Heater:** This measure covers replacing a prescriptive gas tankless water heater with a minimum efficiency HPWH in applicable climate zones (3, 4, 13, and 14; see Table 3). Typical incremental costs were based on costs from prior reach code work and recent contractor feedback. Incremental first costs assume a 65-gal HPWH and incremental replacement costs account for equipment lifetimes listed in Table 9. Replacement costs assume no change in cost from the first cost estimates before accounting for inflation, less any gas and electric infrastructure costs. For the ADU analysis the water heater is evaluated within the conditioned space with the supply air ducted from the outside and exhaust air ducted to the outside. A mechanical contractor provided a cost estimate of \$943 for ducting through the attic in an ADU where the water heater is in an interior room. This cost is included in the equipment and installation total for the ADU. Resultant incremental costs are presented in Table 12.

**Table 12: Heat Pump Water Heating System Incremental Costs (2023 PV\$)**

Item	ADU		Single Family	
	First Cost	Total Lifetime Cost (Financed)	First Cost	Total Lifetime Cost (Financed)
Equipment & Installation	\$2,243	\$3,930	\$1,300	\$2,267
Electric Service Upgrade	\$43	\$48	\$45	\$51
In-House Gas Piping	(\$580)	(\$651)	(\$580)	(\$651)
<b>Total</b>	<b>\$1,706</b>	<b>\$3,327</b>	<b>\$765</b>	<b>\$1,666</b>

For this electrification analysis, a HPWH that just meets the federal minimum efficiency standards<sup>17</sup> of close to 2.0 Uniform Energy Factor (UEF) was evaluated in order to satisfy preemption requirements. However, the Reach Codes Team is not aware of any 2.0 UEF products that are available on the market. The Northwest Energy Efficiency Alliance (NEEA) established its own rating system for high efficiency HPWHs<sup>18</sup> and maintains a database of qualified products. The lowest UEF currently reported in the database is 2.73. In fact, of the four rating tiers offered by NEEA, those meeting Tier 3 or Tier 4 are the dominant products on the market today. According to NEEA all major HPWH manufacturers are represented in NEEA’s qualified product list<sup>19</sup> and there are fewer than 10 integrated products certified as Tier 1 or Tier 2, all of which have UEFs greater than 3.0.<sup>20</sup>

NEEA Tier 3 water heaters were included in the high-efficiency measure packages (see Section 3.4).

**Clothes Dryer and Range:** After review of various sources, the Reach Codes Team concluded that the cost difference between gas and electric resistance equipment for clothes dryers and stoves is negligible and that the lifetimes of the two technologies are similar. Resultant incremental costs are presented in Table 13. Note that while induction stoves may be a more likely installation option in many homes, CBECC-Res does not currently differentiate between electric technologies for stoves and therefore they were not considered in this analysis. Relative to electric resistance, induction stoves use less energy and improve performance and user satisfaction, at an additional cost.

**Electric Service Upgrade (appliance-specific):** The 2022 Title 24 Code requires electric readiness for gas appliances; as a result, the incremental costs to provide electrical service for electric appliances are minimal. The incremental costs accounted for in this study — shown in Table 13 — are calculated as the cost to install 220V service for the electric appliances less the cost for the electric ready requirements and for installing 110V service for the

<sup>17</sup> The Department of Energy establishes minimum energy conservation standards for consumer products, as directed in the Energy Policy and Conservation Act. See <https://www.ecfr.gov/current/title-10/chapter-II/subchapter-D/part-430/subpart-C/section-430.32>.

<sup>18</sup> Based on operational challenges experienced in the past, NEEA established rating test criteria to ensure newly installed HPWHs perform adequately, especially in colder climates. The NEEA rating requires products comply with ENERGY STAR and includes requirements regarding noise and prioritizing heat pump use over supplemental electric resistance heating.

<sup>19</sup> <https://neea.org/success-stories/heat-pump-water-heaters>

<sup>20</sup> As of 3/8/2024: <https://neea.org/img/documents/residential-unitary-HPWH-qualified-products-list.pdf>

comparable gas appliance. Incremental costs are applied for the space conditioner, water heater, and cooking range. Based on builder surveys, it's assumed that in a typical mixed fuel home both electric and gas service are provided to the dryer location and therefore no incremental costs for the dryer were applied. Costs assume 50A service for the range and 30A service for the space conditioner and water heater. Costs are assumed to be the same for the single family and ADU analyses.

**In-House Natural Gas Infrastructure (from meter to appliances):** Installation cost to run a natural gas line from the meter to the appliance location was estimated at \$580 per appliance, as shown in Table 13. These costs were based on material costs from Home Depot and labor costs from 2022 RS Means. The material costs were about 1/3 higher in RS Means than Home Depot, so the Reach Codes Team used the lower costs from Home Depot. The Reach Codes Team conducted a pipe sizing analysis for the two single family and one ADU prototype homes to estimate the length and diameter of gas piping required assuming the home included a gas furnace, gas tankless water heater, gas range, and gas dryer. Total estimated costs were very similar for each of the three prototypes and an average cost per appliance of \$580 was determined. Costs are assumed to be the same for the single family and ADU analyses.

**Table 13: Single Family All-Electric Appliance Incremental Costs**

Item	ADU & Single Family	
	First Cost	Total Lifetime Cost (Financed)
<b><i>Electric Resistance vs Gas Cooking</i></b>		
Equipment & Installation	\$0	\$0
Electric Service Upgrade	\$100	\$113
In-House Gas Piping	(\$580)	(\$651)
<b>Total</b>	<b>(\$480)</b>	<b>(\$539)</b>
<b><i>Electric Resistance vs Gas Clothes Drying</i></b>		
Equipment & Installation	\$0	\$0
Electric Service Upgrade	\$0	\$0
In-House Gas Piping	(\$580)	(\$651)
<b>Total</b>	<b>(\$580)</b>	<b>(\$651)</b>

### 3.4 Measure Packages

The Reach Codes Team evaluated two packages for mixed fuel homes and five packages for all-electric homes for each prototype and climate zone, as described below.

1. All-Electric Code Minimum: This package applied the prescriptive requirements of the 2022 Title 24 Code and replaced gas equipment with minimum efficiency electric equipment.
2. Efficiency Only, all-electric: This package used only efficiency measures that don't trigger federal preemption issues including envelope, water heating distribution, and duct distribution efficiency measures. For ADUs, this also included ductless variable capacity heat pumps (VCHPs). This package was evaluated for the all-electric homes only.
3. Efficiency + High Efficiency (Preempted) Equipment, all-electric and mixed fuel: This package builds off the Efficiency Only package, adding water heating and space conditioning equipment that is more efficient than federal standards. The Reach Codes Team considers this more reflective of how builders meet above code requirements in practice. This package was evaluated to compare compliance results against the other non-preempted packages (see Table 27 and Table 28), however cost-effectiveness was not evaluated for this package since it cannot serve as the basis for adoption of a local ordinance. Specifically, it applied:
  - a. Water heating, all-electric: Heat pump water heaters with a NEEA Tier 3 rating (3.45 UEF).
  - b. Water heating, mixed fuel: High efficiency (0.95 UEF) gas tankless.



- c. Space conditioning, single family: High efficiency (16 SEER2/8 HSPF2) heat pumps. In mixed fuel packages, for climate zones with prescriptive gas heating, high efficiency (16 SEER2/95 AFUE) units were applied.
4. Efficiency + PV, all-electric: This package also builds on the Efficiency Only package, excluding preempted equipment. Instead, PV capacity was added to offset all of the estimated annual electricity use. This package was evaluated for the all-electric homes only.
5. Efficiency + PV + Battery, all-electric and mixed fuel: Using the Efficiency + PV package as a starting point for the all-electric analysis, a battery system was added. For mixed fuel homes the package of efficiency measures differed from the all-electric homes in some climate zones to arrive at a cost-effective solution.

To reiterate previous statements, the non-preempted measures used in all of the above packages (except for the All-Electric Code Minimum package) are referred to as “Efficiency measures”. As noted above, these measures may differ by prototype (single family vs. ADU) and by package. See Table 40 and Table 41 for the details of these measures.



## 4 Results

Section 4.1 presents compliance results for all-electric versus mixed fuel code minimum packages to provide a broad overview of how these different approaches impact code compliance. Sections 4.2 to 4.5 present EDR results along with other savings data for packages of particular interest, as well as cost-effectiveness results for all packages. Section 4.5 presents results for sensitivity analyses. All results reflect savings over a 30-year analysis period and are compared against the 2022 prescriptive baseline.

### 4.1 Compliance Results: All-Electric vs. Mixed Fuel Code Minimum

The Reach Codes Team evaluated the compliance impacts of a prescriptive all-electric home as well as a traditional mixed fuel home with four gas appliances (space heating, water heating, cooking, clothes drying). Compliance is relative to the 2022 prescriptive base case home with three gas appliances which, by definition, has a compliance margin of zero in all climate zones. The impacts for the all-electric single family home and the ADU are presented in Figure 1 and Figure 2, respectively. The all-electric single family and ADU home prototypes are code compliant with both EDR1 (source energy) and efficiency EDR2 (TDV energy) in all climate zones, though the compliance margin is highly variable across climate zones. The four gas appliance single family home is presented in Figure 3. This case is not code compliant in any climate zone.

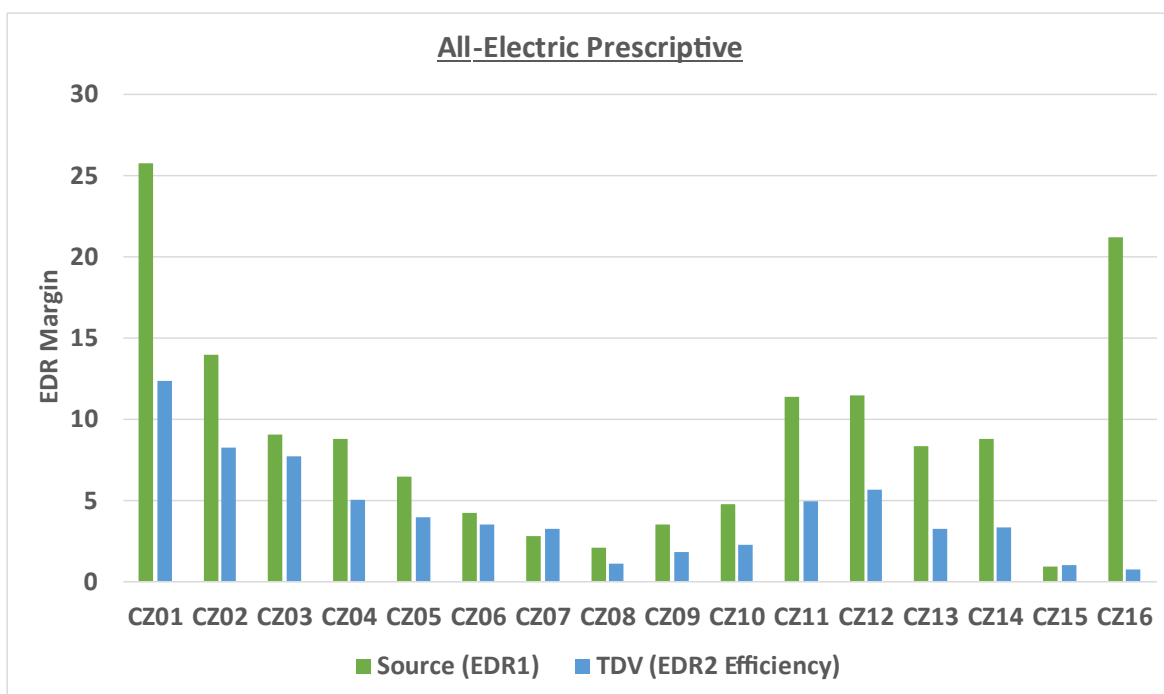


Figure 1: Single family all-electric home compliance impacts.

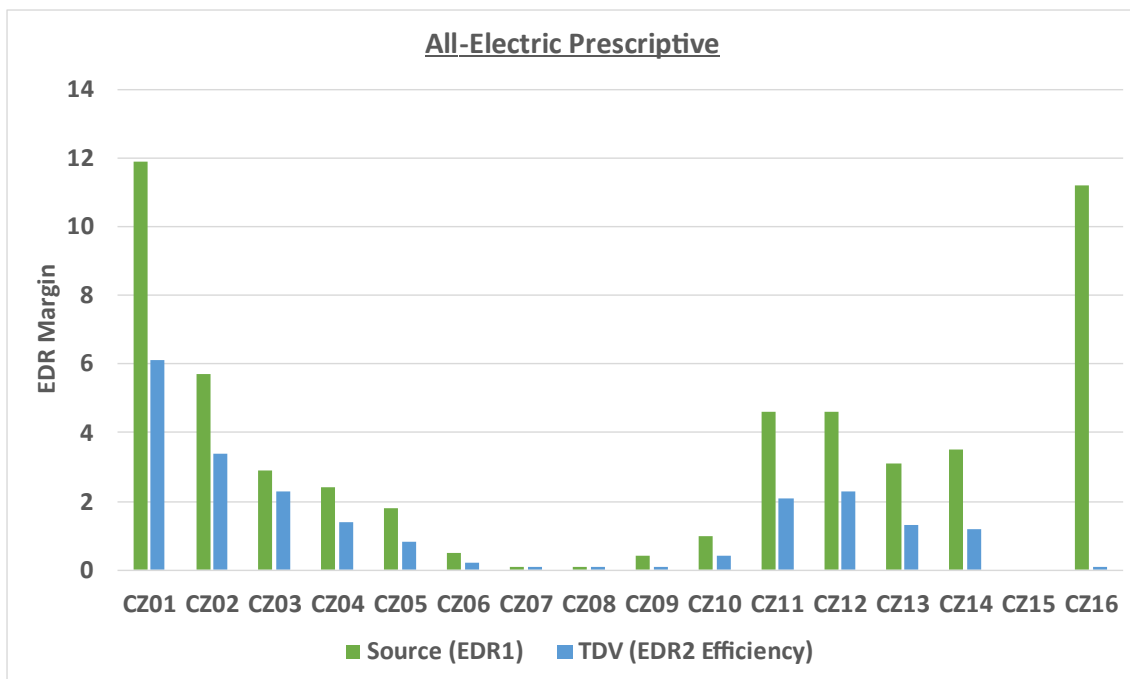


Figure 2: ADU all-electric home compliance impacts.

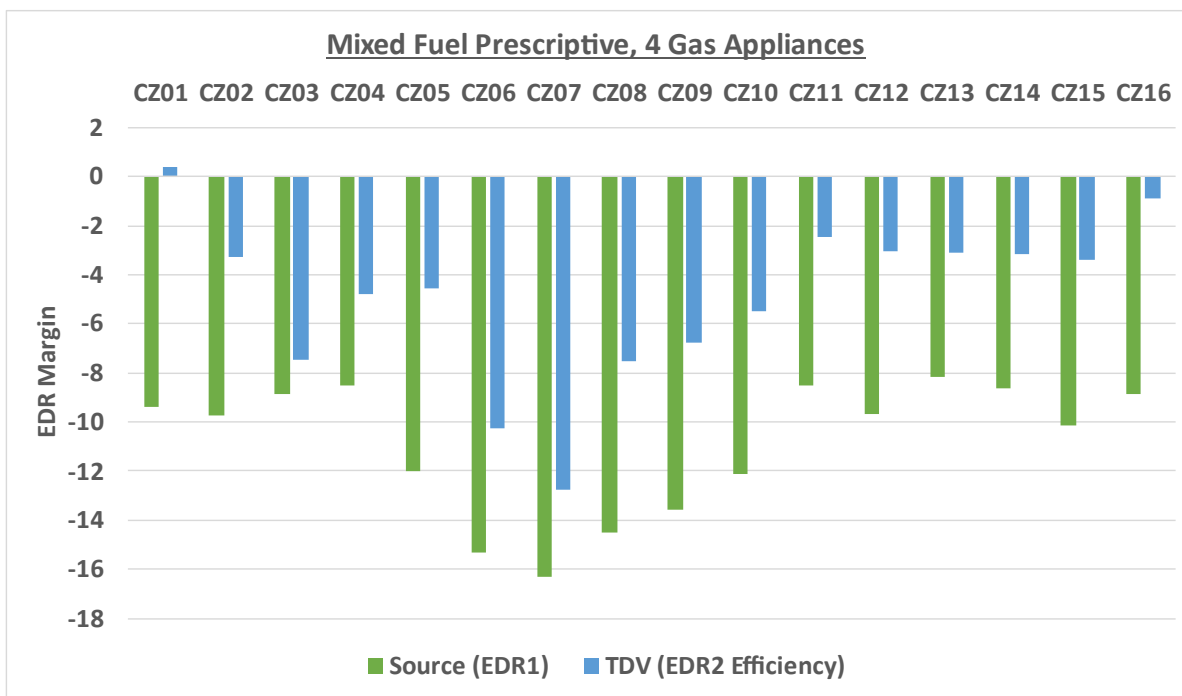


Figure 3: Single family four gas appliance home compliance impacts.

This analysis illustrates a couple of interesting points:

1. The 2022 compliance metrics are important drivers encouraging electrification. The compliance penalties associated with the four gas appliance home scenarios are significant and will require deep efficiency measures to overcome.
2. The 2022 Title 24 Code's new source energy metric combined with the heat pump baseline encourage all-electric construction, providing a compliance benefit that allows for some amount of prescriptively required building efficiency to be traded off and still comply when using the performance method.

## 4.2 All-Electric Code Minimum Results

Table 14 shows results for the single family all-electric Code Minimum measure package. Utility cost savings are negative, indicating an increase in utility costs for the all-electric building, everywhere except in CPAU and SMUD territories. In all cases the incremental cost is negative, which reflects cost savings for the all-electric building due to elimination of gas infrastructure costs. The package is cost-effective based on TDV in all cases but one (Climate Zone 16); it's not cost-effective On-Bill in Climate Zones 1, 3, 14, and 16.

Table 15 shows the all-electric Code Minimum package results for the ADU. Utility savings and incremental costs reflect the same general trend as single family homes. Cost-effectiveness is less favorable than the single family application, with TDV cost-effectiveness not met in Climate Zones 3, 4, 13, and 14, and On-Bill cost-effectiveness met only in Climate Zones 4 in CPAU territory, 10 in SCE/SCG territory, 12 in SMUD/PG&E territory, 11 and 15. Cost-effectiveness in Climate Zones 3, 4, 13, and 14 is worse than in the other climate zones due to the higher cost of converting from a gas tankless to a ducted HPWH (see Table 3) which isn't offset enough by the energy savings. Cost savings due to elimination of gas infrastructure costs are also lower for the ADU relative to the single family home.

**Table 14: Single Family Cost-Effectiveness: All-Electric Code Minimum**

Climate Zone	Electric /Gas Utility	Total EDR1 Margin	Efficiency EDR2 Margin	Annual Elec Savings (kWh)	Annual Gas Savings (therms)	Utility Cost Savings		Incremental Cost <sup>1</sup>		On-Bill		TDV	
						First Year	Lifecycle (2022\$)	First Year	Lifecycle (2022\$)	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	25.8	12.4	-4,308	398	(\$431)	(\$3,873)	(\$4,816)	(\$3,605)	0.9	(\$268)	>1	\$5,702
CZ02	PGE	14.0	8.3	-2,888	246	(\$327)	(\$4,000)	(\$6,664)	(\$6,355)	1.6	\$2,355	>1	\$7,711
CZ03	PGE	9.1	7.7	-2,433	171	(\$303)	(\$4,734)	(\$4,854)	(\$4,644)	0.98	(\$90)	25.3	\$3,887
CZ04	PGE	8.8	5.0	-2,232	163	(\$251)	(\$3,665)	(\$4,854)	(\$4,644)	1.3	\$979	>1	\$4,494
CZ04	CPAU	8.8	5.0	-2,232	163	(\$36)	\$2,123	(\$8,122)	(\$8,314)	>1	\$10,437	>1	\$7,762
CZ05	PGE	6.5	4.0	-1,960	133	(\$292)	(\$4,981)	(\$6,664)	(\$6,355)	1.3	\$1,373	6.1	\$4,633
CZ05	PGE/SCG	6.5	4.0	-1,960	133	(\$277)	(\$4,532)	(\$6,664)	(\$6,355)	1.4	\$1,823	6.1	\$4,633
CZ06	SCE/SCG	4.2	3.5	-1,432	84	(\$231)	(\$4,015)	(\$6,664)	(\$6,355)	1.6	\$2,339	4.7	\$4,353
CZ07	SDGE	2.8	3.2	-1,293	69	(\$266)	(\$5,731)	(\$6,664)	(\$6,355)	1.1	\$624	4.2	\$4,211
CZ08	SCE/SCG	2.1	1.1	-1,293	67	(\$228)	(\$4,192)	(\$7,065)	(\$6,983)	1.7	\$2,792	4.2	\$4,674
CZ09	SCE	3.6	1.9	-1,453	84	(\$237)	(\$4,153)	(\$7,065)	(\$6,983)	1.7	\$2,831	5.5	\$5,013
CZ10	SCE/SCG	4.8	2.3	-1,683	107	(\$258)	(\$4,342)	(\$7,065)	(\$6,983)	1.6	\$2,642	7.4	\$5,287
CZ10	SDGE	4.8	2.3	-1,683	107	(\$265)	(\$5,158)	(\$7,065)	(\$6,983)	1.4	\$1,825	7.4	\$5,287
CZ11	PGE	11.4	4.9	-2,712	226	(\$306)	(\$3,803)	(\$6,664)	(\$6,355)	1.7	\$2,552	>1	\$7,153
CZ12	PGE	11.5	5.6	-2,554	212	(\$294)	(\$3,773)	(\$7,065)	(\$6,983)	1.9	\$3,210	>1	\$7,504
CZ12	SMUD/PGE	11.5	5.6	-2,554	212	\$79	\$4,731	(\$7,065)	(\$6,983)	>1	\$11,714	>1	\$7,504
CZ13	PGE	8.3	3.2	-2,095	154	(\$224)	(\$3,164)	(\$4,854)	(\$4,644)	1.5	\$1,480	>1	\$4,490
CZ14	SCE/SCG	8.8	3.3	-2,291	159	(\$322)	(\$5,166)	(\$4,854)	(\$4,644)	0.9	(\$522)	>1	\$4,105
CZ14	SDGE	8.8	3.3	-2,291	159	(\$344)	(\$6,361)	(\$4,854)	(\$4,644)	0.7	(\$1,717)	>1	\$4,105
CZ15	SCE/SCG	0.9	1.0	-1,167	53	(\$217)	(\$4,152)	(\$6,652)	(\$5,942)	1.4	\$1,791	3.0	\$3,439
CZ16	PG&E	21.3	0.7	-4,729	403	(\$548)	(\$6,581)	(\$3,289)	(\$1,187)	0.2	(\$5,394)	0.4	(\$1,339)

<sup>1</sup> Though uncommon, incremental costs can be negative, reflecting initial construction cost savings. When paired with increased energy costs (negative benefits), the construction cost savings are treated as the 'benefit' while the increased energy costs are the 'cost,' which may yield positive cost effectiveness. See Section 2.1.2.3 for more information.

Table 15: ADU Cost-Effectiveness: All-Electric Code Minimum

Climate Zone	Electric /Gas Utility	Total EDR1 Margin	Efficiency EDR2 Margin	Annual Elec Savings (kWh)	Annual Gas Savings (therms)	Utility Cost Savings		Incremental Cost <sup>1</sup>		On-Bill		TDV	
						First Year	Lifecycle (2022\$)	First Year	Lifecycle (2022\$)	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	11.9	6.1	-1,641	114	(\$353)	(\$6,682)	(\$4,692)	(\$4,605)	0.7	(\$2,077)	3.9	\$2,986
CZ02	PGE	5.7	3.4	-1,245	75	(\$312)	(\$6,347)	(\$4,692)	(\$4,605)	0.7	(\$1,742)	2.7	\$2,515
CZ03	PGE	2.9	2.3	-1,672	123	(\$377)	(\$7,138)	(\$863)	\$442	0.0	(\$7,581)	0.0	(\$1,489)
CZ04	PGE	2.4	1.4	-1,612	118	(\$366)	(\$6,964)	(\$863)	\$442	0.0	(\$7,406)	0.0	(\$801)
CZ04	CPAU	2.4	1.4	-1,612	118	\$25	\$3,035	(\$863)	\$442	6.9	\$2,592	0.0	(\$801)
CZ05	PGE	1.8	0.8	-1,026	49	(\$302)	(\$6,517)	(\$4,692)	(\$4,605)	0.7	(\$1,912)	2.0	\$2,021
CZ05	PGE/SCG	1.8	0.8	-1,026	49	(\$257)	(\$5,178)	(\$4,692)	(\$4,605)	0.9	(\$574)	2.0	\$2,021
CZ06	SCE/SCG	0.5	0.2	-904	38	(\$243)	(\$4,923)	(\$4,692)	(\$4,605)	0.9	(\$318)	2.1	\$2,135
CZ07	SDGE	0.1	0.1	-884	37	(\$337)	(\$7,903)	(\$4,692)	(\$4,605)	0.6	(\$3,298)	2.2	\$2,205
CZ08	SCE/SCG	0.1	0.1	-878	36	(\$241)	(\$4,894)	(\$4,692)	(\$4,605)	0.9	(\$289)	2.3	\$2,274
CZ09	SCE	0.4	0.1	-903	38	(\$243)	(\$4,914)	(\$4,692)	(\$4,605)	0.9	(\$310)	2.4	\$2,321
CZ10	SCE/SCG	1.0	0.4	-952	43	(\$189)	(\$3,629)	(\$4,692)	(\$4,605)	1.3	\$976	2.8	\$2,577
CZ10	SDGE	1.0	0.4	-952	43	(\$249)	(\$5,689)	(\$4,692)	(\$4,605)	0.8	(\$1,084)	2.8	\$2,577
CZ11	PGE	4.6	2.1	-1,209	71	(\$224)	(\$4,405)	(\$4,692)	(\$4,605)	1.0	\$200	3.5	\$2,870
CZ12	PGE	4.6	2.3	-1,183	69	(\$306)	(\$6,315)	(\$4,692)	(\$4,605)	0.7	(\$1,710)	3.0	\$2,684
CZ12	SMUD/PGE	4.6	2.3	-1,183	69	(\$65)	(\$808)	(\$4,692)	(\$4,605)	5.7	\$3,797	3.0	\$2,684
CZ13	PGE	3.1	1.3	-1,611	112	(\$218)	(\$3,689)	(\$863)	\$442	0.0	(\$4,131)	0.0	(\$858)
CZ14	SCE/SCG	3.5	1.2	-1,714	115	(\$375)	(\$6,933)	(\$863)	\$442	0.0	(\$7,375)	0.0	(\$1,089)
CZ14	SDGE	3.5	1.2	-1,714	115	(\$483)	(\$10,348)	(\$863)	\$442	0.0	(\$10,790)	0.0	(\$1,089)
CZ15	SCE/SCG	0.0	0.0	-864	36	(\$172)	(\$3,359)	(\$4,692)	(\$4,605)	1.4	\$1,246	2.6	\$2,477
CZ16	PG&E	11.2	0.1	-1,781	122	(\$379)	(\$7,167)	(\$4,692)	(\$4,605)	0.6	(\$2,562)	2.1	\$2,133

<sup>1</sup> Though uncommon, incremental costs can be negative, reflecting initial construction cost savings. When paired with increased energy costs (negative benefits), the construction cost savings are treated as the 'benefit' while the increased energy costs are the 'cost,' which may yield positive cost effectiveness. See Section 2.1.2.3 for more information.

### 4.3 All-Electric Efficiency, PV, and Battery Results

Table 16 and Table 17 compare cost-effectiveness results for the all-electric packages for the single family and ADU prototypes, respectively, with the exception of the all-electric Efficiency + High Efficiency (Preempted) Equipment package (cost-effectiveness was not evaluated for this package but see Table 27 and Table 28 for a comparison of compliance impacts). In almost all cases the packages are cost-effective based on TDV. On-Bill cost-effectiveness generally improves with the addition of efficiency measures, further improves with an upsized PV system, and improves even more once batteries are added. A summary of measures included in each package is provided in Appendix 7.3 Summary of Measures by Package. The efficiency measures added to the all-electric package to meet minimum code requirements are described in Table 39 and Table 41.

**Table 16: Single Family Cost-Effectiveness: Comparison of All-Electric Efficiency Only, PV, and Battery Packages**

Climate Zone	Electric /Gas Utility	All-Electric Code Minimum				All-Electric Efficiency Only				All-Electric-Efficiency + PV				All-Electric Efficiency + PV + Battery			
		On-Bill		TDV		On-Bill		TDV		On-Bill		TDV		On-Bill		TDV	
		B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	0.93	(\$268)	>1	\$5,702	>1	\$2,945	>1	\$8,168	0.9	(\$1,313)	1.8	\$9,817	1.0	\$1,012	1.2	\$4,391
CZ02	PGE	1.6	\$2,355	>1	\$7,711	8.9	\$3,870	>1	\$9,325	1.5	\$2,242	4.2	\$12,452	1.3	\$4,962	1.5	\$8,190
CZ03	PGE	0.98	(\$90)	25.3	\$3,887	1.1	\$168	>1	\$3,939	0.8	(\$903)	2.8	\$6,465	1.1	\$2,114	1.1	\$1,347
CZ04	PGE	1.3	\$979	>1	\$4,494	1.7	\$1,054	>1	\$4,849	1.1	\$204	3.5	\$7,893	1.2	\$3,709	1.3	\$4,506
CZ04	CPAU	>1	\$10,437	>1	\$7,762	>1	\$10,021	>1	\$8,117	>1	\$14,776	>1	\$11,161	0.9	(\$1,076)	1.5	\$6,724
CZ05	PGE	1.3	\$1,373	6.1	\$4,633	1.6	\$1,975	>1	\$4,985	2.2	\$1,457	8.5	\$7,927	1.3	\$5,551	1.2	\$3,296
CZ05	PGE/SCG	1.4	\$1,823	6.1	\$4,633	1.9	\$2,424	>1	\$4,985	2.6	\$1,907	8.5	\$7,927	1.4	\$6,001	1.2	\$3,296
CZ06	SCE/SCG	1.6	\$2,339	4.7	\$4,353	1.6	\$1,813	>1	\$4,119	109.5	\$2,638	152.4	\$6,727	1.5	\$7,153	1.2	\$2,276
CZ07	SDGE	1.1	\$624	4.2	\$4,211	1.2	\$839	8.3	\$4,070	5.7	\$469	>1	\$6,079	2.0	\$13,798	1.1	\$1,186
CZ08	SCE/SCG	1.7	\$2,792	4.2	\$4,674	1.8	\$2,574	17.7	\$4,642	>1	\$3,329	>1	\$7,492	1.7	\$8,899	1.2	\$2,085
CZ09	SCE	1.7	\$2,831	5.5	\$5,013	1.9	\$2,699	>1	\$5,087	>1	\$3,634	>1	\$8,007	1.7	\$9,151	1.3	\$3,630
CZ10	SCE/SCG	1.6	\$2,642	7.4	\$5,287	2.0	\$2,668	>1	\$5,376	>1	\$3,765	>1	\$8,347	1.7	\$10,088	1.3	\$3,901
CZ10	SDGE	1.4	\$1,825	7.4	\$5,287	1.8	\$2,438	>1	\$5,376	>1	\$2,539	>1	\$8,347	2.4	\$19,463	1.3	\$3,901
CZ11	PGE	1.7	\$2,552	>1	\$7,153	>1	\$4,159	>1	\$8,524	1.8	\$2,984	4.6	\$11,310	1.4	\$7,781	1.5	\$8,757
CZ12	PGE	1.9	\$3,210	>1	\$7,504	4.6	\$3,742	>1	\$8,084	1.9	\$2,561	5.5	\$11,063	1.3	\$6,021	1.5	\$8,216
CZ12	SMUD/PGE	>1	\$11,714	>1	\$7,504	>1	\$10,665	>1	\$8,084	5.8	\$13,407	5.5	\$11,063	0.9	(\$1,237)	1.4	\$7,166
CZ13	PGE	1.5	\$1,480	>1	\$4,490	>1	\$2,876	>1	\$5,773	1.7	\$2,334	3.7	\$8,341	1.4	\$7,848	1.4	\$7,005
CZ14	SCE/SCG	0.9	(\$522)	>1	\$4,105	1.8	\$811	>1	\$5,461	1.6	\$2,558	3.6	\$9,965	1.6	\$10,569	1.4	\$6,204
CZ14	SDGE	0.7	(\$1,717)	>1	\$4,105	1.5	\$643	>1	\$5,461	1.2	\$922	3.6	\$9,965	2.1	\$20,099	1.4	\$6,204
CZ15	SCE/SCG	1.4	\$1,791	3.0	\$3,439	8.0	\$3,267	>1	\$4,669	>1	\$3,940	>1	\$6,120	2.0	\$13,576	0.99	(\$80)
CZ16	PG&E	0.2	(\$5,394)	0.4	(\$1,339)	0.2	(\$1,946)	1.7	\$1,894	0.8	(\$3,199)	1.6	\$6,711	1.0	\$206	1.1	\$1,690

Table 17: ADU Cost-Effectiveness: All-Electric Energy Efficiency + Additional PV + Battery

Climate Zone	Electric /Gas Utility	All-Electric Code Minimum				All-Electric Efficiency Only				All-Electric Efficiency + PV				All-Electric Efficiency + PV + Battery			
		On-Bill		TDV		On-Bill		TDV		On-Bill		TDV		On-Bill		TDV	
		B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	0.7	(\$2,077)	3.9	\$2,986	0.6	(\$1,727)	>1	\$2,900	1.2	\$2,003	1.5	\$5,010	0.997	(\$79)	0.9	(\$2,884)
CZ02	PGE	0.7	(\$1,742)	2.7	\$2,515	0.5	(\$2,541)	>1	\$1,945	1.4	\$3,532	1.8	\$6,360	1.1	\$1,302	0.98	(\$410)
CZ03	PGE	0.0	(\$7,581)	0.0	(\$1,489)	0.0	(\$8,981)	0.0	(\$2,680)	0.8	(\$2,489)	1.1	\$1,436	0.8	(\$4,949)	0.8	(\$5,369)
CZ04	PGE	0.0	(\$7,406)	0.0	(\$801)	0.0	(\$8,705)	0.4	(\$1,762)	0.9	(\$1,480)	1.3	\$3,589	0.9	(\$3,501)	0.8	(\$3,849)
CZ04	CPAU	6.9	\$2,592	0.0	(\$801)	1.3	\$944	0.4	(\$1,762)	1.7	\$8,498	1.3	\$3,589	0.7	(\$9,161)	0.8	(\$4,899)
CZ05	PGE	0.7	(\$1,912)	2.0	\$2,021	0.4	(\$3,310)	1.4	\$650	1.6	\$4,015	1.9	\$5,436	1.1	\$2,498	0.9	(\$1,611)
CZ05	PGE/SCG	0.9	(\$574)	2.0	\$2,021	0.6	(\$1,972)	1.4	\$650	1.8	\$5,353	1.9	\$5,436	1.2	\$3,836	0.9	(\$1,611)
CZ06	SCE/SCG	0.9	(\$318)	2.1	\$2,135	0.6	(\$1,579)	2.1	\$1,103	2.0	\$5,866	2.2	\$6,551	1.1	\$2,799	0.95	(\$852)
CZ07	SDGE	0.6	(\$3,298)	2.2	\$2,205	0.4	(\$4,255)	1.8	\$941	1.8	\$5,667	1.9	\$5,493	1.5	\$10,358	0.9	(\$1,804)
CZ08	SCE/SCG	0.9	(\$289)	2.3	\$2,274	0.6	(\$1,432)	2.1	\$1,179	2.0	\$6,364	2.3	\$7,936	1.2	\$4,058	0.97	(\$609)
CZ09	SCE	0.9	(\$310)	2.4	\$2,321	0.6	(\$1,494)	2.3	\$1,280	2.0	\$6,568	2.4	\$7,709	1.2	\$4,314	0.99	(\$279)
CZ10	SCE/SCG	1.3	\$976	2.8	\$2,577	0.96	(\$106)	3.7	\$1,593	2.2	\$734	6.7	\$3,496	0.9	(\$860)	0.7	(\$3,944)
CZ10	SDGE	0.8	(\$1,084)	2.8	\$2,577	0.6	(\$1,787)	3.7	\$1,593	0.0	(\$1,465)	6.7	\$3,496	1.3	\$5,079	0.7	(\$3,944)
CZ11	PGE	1.0	\$200	3.5	\$2,870	10.7	(\$96)	>1	\$2,531	0.7	(\$602)	3.2	\$4,037	0.9	(\$1,125)	0.9	(\$1,893)
CZ12	PGE	0.7	(\$1,710)	3.0	\$2,684	0.5	(\$2,538)	>1	\$1,878	1.6	\$4,644	1.9	\$6,675	1.1	\$2,970	1.0	\$178
CZ12	SMUD/PGE	5.7	\$3,797	3.0	\$2,684	13	\$1,980	>1	\$1,878	1.7	\$5,737	1.9	\$6,675	0.6	(\$9,432)	0.96	(\$872)
CZ13	PGE	0.0	(\$4,131)	0.0	(\$858)	0.0	(\$4,502)	0.6	(\$1,223)	0.3	(\$4,759)	1.1	\$305	0.8	(\$4,729)	0.7	(\$5,491)
CZ14	SCE/SCG	0.0	(\$7,375)	0.0	(\$1,089)	0.0	(\$7,929)	0.5	(\$1,684)	1.1	\$1,555	1.5	\$5,935	1.0	\$1,222	0.9	(\$1,525)
CZ14	SDGE	0.0	(\$10,790)	0.0	(\$1,089)	0.0	(\$10,375)	0.5	(\$1,684)	1.2	\$2,956	1.5	\$5,935	1.4	\$10,678	0.9	(\$1,525)
CZ15	SCE/SCG	1.4	\$1,246	2.6	\$2,477	2.4	\$1,243	>1	\$2,342	>1	\$1,729	>1	\$3,560	1.2	\$2,631	0.8	(\$2,812)
CZ16	PG&E	0.6	(\$2,562)	2.1	\$2,133	0.5	(\$2,378)	>1	\$2,282	1.6	\$5,433	2.0	\$7,875	1.2	\$3,618	1.0	\$611

### 4.4 Mixed Fuel Results

Table 18 and Table 19 show results for the mixed fuel Efficiency + PV + Battery package for Single Family and ADU prototypes, respectively. On a TDV basis, this package is cost-effective only in Climate Zone 1 for single family and in no cases for ADUs. However, this package is cost-effective On-Bill for the single family home in all climate zones except 4 in CPAU territory and 12 in SMUD/PG&E territory. On-Bill cost-effectiveness for the ADU home, on the other hand, is seen only in Climate Zones 2, 5, 7 through 9, 10 in SDG&E territory, 12 in PG&E territory, 14, and 16.

**Table 18: Single Family Cost-Effectiveness: Mixed Fuel Efficiency + PV + Battery**

Climate Zone	Electric /Gas Utility	Total EDR1 Margin	Efficiency EDR2 Margin	Annual Elec Savings (kWh)	Annual Gas Savings (therms)	Utility Cost Savings		Incremental Cost		On-Bill		TDV	
						First Year	Lifecycle (2022\$)	First Year	Lifecycle (2022\$)	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	22.6	18.8	1,571	116	\$1,084	\$26,667	\$11,160	\$20,166	1.3	\$6,501	1.0	\$500
CZ02	PGE	14.1	7.4	1,257	34	\$913	\$21,353	\$10,268	\$18,868	1.1	\$2,486	0.9	(\$1,282)
CZ03	PGE	12.8	4.3	858	7	\$785	\$18,003	\$8,708	\$16,900	1.1	\$1,104	0.7	(\$4,777)
CZ04	PGE	13.2	4.3	790	6	\$803	\$18,394	\$9,623	\$17,938	1.0	\$456	0.8	(\$3,925)
CZ04	CPAU	13.2	4.3	790	6	\$123	\$2,877	\$10,673	\$19,172	0.2	(\$16,295)	0.7	(\$4,975)
CZ05	PGE	14.8	4.9	1,178	13	\$905	\$20,821	\$9,441	\$17,885	1.2	\$2,936	0.8	(\$3,468)
CZ05	PGE/SCG	14.8	4.9	1,178	13	\$900	\$20,690	\$9,441	\$17,885	1.2	\$2,805	0.8	(\$3,468)
CZ06	SCE/SCG	18.3	5.5	888	6	\$864	\$19,539	\$9,266	\$17,587	1.1	\$1,951	0.8	(\$3,941)
CZ07	SDGE	18.7	4.8	832	4	\$1,134	\$27,505	\$9,214	\$17,537	1.6	\$9,967	0.7	(\$4,817)
CZ08	SCE/SCG	17.1	3.0	777	2	\$920	\$20,754	\$9,134	\$17,410	1.2	\$3,344	0.7	(\$4,341)
CZ09	SCE	16.2	3.1	833	3	\$922	\$20,804	\$9,152	\$17,435	1.2	\$3,369	0.8	(\$3,839)
CZ10	SCE/SCG	14.4	2.7	846	2	\$958	\$21,608	\$8,489	\$16,733	1.3	\$4,875	0.7	(\$3,859)
CZ10	SDGE	14.4	2.7	846	2	\$1,288	\$31,210	\$8,489	\$16,733	1.9	\$14,477	0.7	(\$3,859)
CZ11	PGE	12.9	5.1	1,025	26	\$1,031	\$23,949	\$9,828	\$18,296	1.3	\$5,653	0.94	(\$1,066)
CZ12	PGE	13.2	4.8	1,098	23	\$923	\$21,415	\$10,065	\$18,616	1.2	\$2,800	0.93	(\$1,194)
CZ12	SMUD/PGE	13.2	4.8	1,098	23	\$253	\$6,133	\$11,115	\$19,850	0.3	(\$13,717)	0.9	(\$2,244)
CZ13	PGE	12.3	4.2	1,006	5	\$1,016	\$23,250	\$9,831	\$18,236	1.3	\$5,013	0.9	(\$2,354)
CZ14	SCE/SCG	13.4	5.4	1,514	6	\$1,093	\$24,697	\$10,741	\$19,342	1.3	\$5,354	0.9	(\$1,910)
CZ14	SDGE	13.4	5.4	1,514	6	\$1,421	\$34,477	\$10,741	\$19,342	1.8	\$15,135	0.9	(\$1,910)
CZ15	SCE/SCG	13.5	3.8	531	2	\$1,140	\$25,708	\$8,586	\$16,630	1.5	\$9,078	0.6	(\$5,490)
CZ16	PG&E	20.4	14.2	1,228	114	\$1,070	\$26,218	\$12,086	\$20,964	1.3	\$5,254	0.98	(\$444)



**Table 19: ADU Cost-Effectiveness: Mixed Fuel Efficiency + PV + Battery**

Climate Zone	Electric /Gas Utility	Total EDR1 Margin	Efficiency EDR2 Margin	Annual Elec Savings (kWh)	Annual Gas Savings (therms)	Utility Cost Savings		Incremental Cost		On-Bill		TDV	
						First Year	Lifecycle (2022\$)	First Year	Lifecycle (2022\$)	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	18.5	7.7	3,666	20	\$1,078	\$24,880	\$15,432	\$25,919	0.96	(\$1,040)	0.7	(\$6,719)
CZ02	PGE	16.6	3.5	3,472	11	\$1,042	\$23,928	\$13,846	\$23,790	1.0	\$138	0.8	(\$4,128)
CZ03	PGE	11.8	1.2	2,679	0	\$781	\$17,816	\$11,879	\$21,215	0.8	(\$3,399)	0.6	(\$6,826)
CZ04	PGE	13.3	1.6	2,799	0	\$859	\$19,588	\$12,213	\$21,598	0.9	(\$2,011)	0.7	(\$5,306)
CZ04	CPAU	13.3	1.6	2,799	0	\$391	\$8,911	\$13,263	\$22,833	0.4	(\$13,922)	0.7	(\$6,356)
CZ05	PGE	16.9	1.1	3,309	2	\$1,031	\$23,539	\$12,668	\$22,274	1.1	\$1,265	0.8	(\$4,765)
CZ05	PGE/SCG	16.9	1.1	3,309	2	\$1,031	\$23,520	\$12,668	\$22,274	1.1	\$1,246	0.8	(\$4,765)
CZ06	SCE/SCG	19.8	1.2	3,285	1	\$953	\$21,468	\$12,496	\$22,043	0.97	(\$575)	0.8	(\$3,877)
CZ07	SDGE	20.3	1.2	3,278	0	\$1,296	\$31,370	\$12,869	\$22,545	1.4	\$8,825	0.8	(\$4,633)
CZ08	SCE/SCG	20.4	0.5	3,505	0	\$1,040	\$23,434	\$12,952	\$22,678	1.0	\$755	0.8	(\$3,522)
CZ09	SCE	19.6	0.5	3,497	0	\$1,030	\$23,213	\$12,691	\$22,327	1.0	\$886	0.8	(\$3,318)
CZ10	SCE/SCG	19.0	0.6	729	0	\$537	\$12,107	\$8,436	\$16,606	0.7	(\$4,499)	0.5	(\$7,344)
CZ10	SDGE	19.0	0.6	729	0	\$813	\$19,671	\$8,436	\$16,606	1.2	\$3,065	0.5	(\$7,344)
CZ11	PGE	17.6	3.0	871	10	\$663	\$15,273	\$9,218	\$17,568	0.9	(\$2,295)	0.7	(\$5,528)
CZ12	PGE	16.7	2.7	3,594	9	\$1,112	\$25,496	\$13,764	\$23,710	1.1	\$1,786	0.8	(\$3,321)
CZ12	SMUD/PGE	16.7	2.7	3,594	9	\$537	\$12,380	\$14,844	\$24,944	0.5	(\$12,564)	0.8	(\$4,371)
CZ13	PGE	14.5	2.2	273	0	\$551	\$12,569	\$7,979	\$15,904	0.8	(\$3,335)	0.5	(\$6,903)
CZ14	SCE/SCG	14.5	3.2	3,499	0	\$1,006	\$22,671	\$12,815	\$22,325	1.0	\$346	0.8	(\$3,423)
CZ14	SDGE	14.5	3.2	3,499	0	\$1,351	\$32,711	\$12,815	\$22,325	1.5	\$10,386	0.8	(\$3,423)
CZ15	SCE/SCG	19.2	1.8	551	0	\$683	\$15,387	\$8,478	\$16,574	0.9	(\$1,187)	0.5	(\$7,021)
CZ16	PG&E	18.3	6.3	3,680	24	\$1,117	\$25,838	\$13,872	\$23,801	1.1	\$2,037	0.8	(\$3,759)

### 4.5 Greenhouse Gas Reductions

Table 20 and Table 21 present greenhouse gas reductions for the single family and ADU prototypes, respectively. Savings represent average annual savings over the 30-year lifetime of the analysis. Greenhouse gas reductions are greatest for the all-electric Efficiency + PV + Battery package in all cases. For the single family homes, the all-electric Code Minimum case reduces greenhouse gas emissions as much or greater than the mixed fuel Efficiency + PV + Battery package in Climate Zones 1 through 4, 11 through 13, and 16—showcasing the benefit of all-electric construction over even the most ambitious of mixed fuel construction packages evaluated in this study. The trend differs for the ADU where the mixed fuel Efficiency + PV + Battery package results in more greenhouse gas savings than the all-electric Code Minimum in all climate zones except Climate Zones 3, 4, and 13. In most of the climate zones (1, 2, 5 through 12, 15, and 16) the all-electric ADU involves electrification of space heating, cooking, and clothes drying. The space heating loads for the ADU are very low, even in the colder climates, and as a result the greenhouse gas savings from efficiency measures, PV and battery are greater than just code minimum electrification. This is also the case for single family homes in Climate Zones 5 through 10, and 15 where space heating loads are low.

**Table 20: Single Family Greenhouse Gas Reductions (metric tons)**

Climate Zone	Single Family All-Electric				Single Family Mixed Fuel		
	Code Minimum	Efficiency Only	Efficiency + High Efficiency Equipment	Efficiency + PV	Efficiency + PV + Battery	Efficiency + High Efficiency Equipment	Efficiency + PV + Battery
CZ01	1.5	1.7	1.8	1.8	2.3	0.8	1.1
CZ02	0.9	1.0	1.1	1.1	1.6	0.5	0.7
CZ03	0.7	0.7	0.8	0.8	1.3	0.2	0.5
CZ04	0.7	0.7	0.8	0.8	1.3	0.2	0.5
CZ05	0.4	0.5	0.6	0.6	1.1	0.2	0.6
CZ06	0.3	0.3	0.3	0.4	0.9	0.1	0.5
CZ07	0.2	0.2	0.3	0.3	0.8	0.1	0.5
CZ08	0.2	0.2	0.3	0.3	0.8	0.1	0.5
CZ09	0.3	0.3	0.3	0.4	0.9	0.1	0.5
CZ10	0.3	0.4	0.4	0.5	1.0	0.1	0.5
CZ11	0.8	0.9	1.0	1.0	1.5	0.4	0.7
CZ12	0.7	0.8	0.9	0.9	1.4	0.4	0.6
CZ13	0.6	0.7	0.8	0.8	1.3	0.2	0.6
CZ14	0.6	0.7	0.8	0.9	1.4	0.2	0.6
CZ15	0.2	0.2	0.3	0.3	0.7	0.1	0.5
CZ16	1.4	1.7	1.7	1.9	2.3	1.0	1.1

**Table 21: ADU Greenhouse Gas Reductions (metric tons)**

Climate Zone	ADU All-Electric					ADU Mixed Fuel	
	Code Minimum	Efficiency Only	Efficiency + High Efficiency Equipment	Efficiency + PV	Efficiency + PV + Battery	Efficiency + High Efficiency Equipment	Efficiency + PV + Battery
CZ01	0.4	0.5	0.5	0.6	1.0	0.2	0.5
CZ02	0.2	0.3	0.3	0.4	0.8	0.1	0.5
CZ03	0.5	0.5	0.6	0.7	1.0	0.1	0.3
CZ04	0.5	0.5	0.5	0.7	1.0	0.1	0.4
CZ05	0.1	0.2	0.2	0.3	0.7	0.0	0.4
CZ06	0.1	0.1	0.1	0.3	0.6	0.0	0.4
CZ07	0.1	0.1	0.1	0.3	0.6	0.0	0.4
CZ08	0.1	0.1	0.1	0.3	0.6	0.0	0.5
CZ09	0.1	0.1	0.1	0.3	0.7	0.0	0.5
CZ10	0.1	0.1	0.2	0.2	0.6	0.0	0.4
CZ11	0.2	0.3	0.3	0.3	0.7	0.1	0.4
CZ12	0.2	0.3	0.3	0.4	0.7	0.1	0.5
CZ13	0.4	0.5	0.5	0.5	0.9	0.1	0.3
CZ14	0.4	0.5	0.5	0.7	1.1	0.1	0.5
CZ15	0.1	0.1	0.1	0.2	0.6	0.0	0.4
CZ16	0.4	0.5	0.5	0.7	1.0	0.2	0.6

## 4.6 Sensitivity Analysis

In response to jurisdictional interest, several cases were evaluated under circumstances different than those presented above in order to assess their impact on cost-effectiveness. Altered circumstances include:

1. CARE versus standard tariffs. This comparison is presented for the all-electric Code Minimum and the mixed fuel Efficiency + PV+ Battery packages and shows the impact on On-Bill cost-effectiveness for income qualified utility customers.
2. Infill versus new subdivision single family developments. This comparison applied to the all-electric Code Minimum package demonstrates how cost-effectiveness is impacted due to the magnitude of cost savings for all-electric construction from elimination of the natural gas infrastructure.
3. Utility rate escalation factors. The impact on On-Bill cost-effectiveness is presented for the all-electric Code Minimum package from varying the assumptions for escalation of electricity and natural gas utility rates over the 30-year analysis period.

### 4.6.1 CARE Rate Comparison

Table 22 and Table 23 present a comparison of On-Bill cost-effectiveness results for CARE tariffs relative to standard IOU tariffs for the all-electric Code Minimum package for the single family and ADU prototypes, respectively. Applying the CARE rates lowers both electric and gas utility bills for the consumer. In the case of the all-electric home, the net impact of CARE rates is improved cost-effectiveness relative to the standard tariffs. This is because the discount on electricity is greater than that for natural gas. The opposite trend occurs for the mixed fuel packages, where the lower CARE rates result in lower utility cost savings and subsequently lower benefit-to-cost ratios.

**Table 22: On-Bill Cost-Effectiveness with CARE Tariffs: All-Electric Code Minimum**

Climate Zone	Electric /Gas Utility	Single Family				ADU			
		Standard		CARE		Standard		CARE	
		B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	0.9	(\$268)	>1	\$3,886	0.7	(\$2,077)	1.2	\$696
CZ02	PGE	1.6	\$2,355	5.1	\$5,107	0.7	(\$1,742)	1.1	\$580
CZ03	PGE	1.0	(\$90)	1.7	\$1,968	0.0	(\$7,581)	0.0	(\$4,596)
CZ04	PGE	1.3	\$979	2.3	\$2,619	0.0	(\$7,406)	0.0	(\$4,526)
CZ05	PGE	1.3	\$1,373	2.2	\$3,467	0.7	(\$1,912)	1.1	\$237
CZ05	PGE/SCG	1.4	\$1,823	2.5	\$3,841	0.9	(\$574)	1.4	\$1,321
CZ06	SCE/SCG	1.6	\$2,339	2.3	\$3,535	0.9	(\$318)	1.4	\$1,225
CZ07	SDGE	1.1	\$624	2.1	\$3,309	0.6	(\$3,298)	0.9	(\$627)
CZ08	SCE/SCG	1.7	\$2,792	2.3	\$3,945	0.9	(\$289)	1.4	\$1,231
CZ09	SCE	1.7	\$2,831	2.4	\$4,074	0.9	(\$310)	1.4	\$1,230
CZ10	SCE/SCG	1.6	\$2,642	2.4	\$4,083	1.3	\$976	1.7	\$1,923
CZ10	SDGE	1.4	\$1,825	3.0	\$4,642	0.8	(\$1,084)	1.3	\$1,114
CZ11	PGE	1.7	\$2,552	5.0	\$5,077	1.0	\$200	1.6	\$1,634
CZ12	PGE	1.9	\$3,210	5.0	\$5,587	0.7	(\$1,710)	1.1	\$545
CZ13	PGE	1.5	\$1,480	2.7	\$2,924	0.0	(\$4,131)	0.0	(\$2,754)
CZ14	SCE/SCG	0.9	(\$522)	1.3	\$1,191	0.0	(\$7,375)	0.0	(\$4,754)
CZ14	SDGE	0.7	(\$1,717)	2.0	\$2,295	0.0	(\$10,790)	0.0	(\$6,496)
CZ15	SCE/SCG	1.4	\$1,791	1.9	\$2,831	1.4	\$1,246	1.8	\$2,031
CZ16	PG&E	0.2	(\$5,394)	0.8	(\$351)	0.6	(\$2,562)	1.1	\$453

**Table 23: On-Bill Cost-Effectiveness with CARE Tariffs: Mixed Fuel Efficiency + PV+ Battery Package**

Climate Zone	Electric /Gas Utility	Single Family				ADU			
		Standard		CARE		Standard		CARE	
		B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	1.3	\$6,501	0.9	(\$2,072)	0.96	(\$1,040)	0.7	(\$9,009)
CZ02	PGE	1.1	\$2,486	0.7	(\$5,286)	1.0	\$138	0.7	(\$7,683)
CZ03	PGE	1.1	\$1,104	0.6	(\$5,980)	0.8	(\$3,399)	0.6	(\$9,288)
CZ04	PGE	1.0	\$456	0.6	(\$6,790)	0.9	(\$2,011)	0.6	(\$8,586)
CZ05	PGE	1.1	\$2,285	0.7	(\$4,995)	0.4	(\$13,922)	0.7	(\$6,642)
CZ05	PGE/SCG	1.1	\$2,154	0.7	(\$5,100)	1.1	\$1,246	0.7	(\$6,657)
CZ06	SCE/SCG	1.1	\$1,951	0.7	(\$5,232)	0.97	(\$575)	0.7	(\$5,976)
CZ07	SDGE	1.6	\$9,869	1.1	\$1,601	1.4	\$8,825	0.9	(\$2,435)
CZ08	SCE/SCG	1.2	\$3,344	0.7	(\$4,574)	1.0	\$755	0.8	(\$5,331)
CZ09	SCE	1.2	\$3,369	0.7	(\$4,547)	1.0	\$886	0.8	(\$5,198)
CZ10	SCE/SCG	1.3	\$4,546	0.8	(\$3,354)	0.7	(\$4,499)	0.5	(\$8,010)
CZ10	SDGE	1.8	\$14,148	1.3	\$4,789	1.2	\$3,065	0.8	(\$3,001)
CZ11	PGE	1.4	\$6,523	0.9	(\$3,358)	0.9	(\$2,295)	0.6	(\$8,074)
CZ12	PGE	1.2	\$3,451	0.7	(\$5,212)	1.1	\$1,786	0.7	(\$6,653)
CZ13	PGE	1.3	\$5,665	0.8	(\$4,024)	0.8	(\$3,335)	0.5	(\$8,497)
CZ14	SCE/SCG	1.3	\$5,945	0.8	(\$3,665)	1.0	\$346	0.7	(\$5,727)
CZ14	SDGE	1.8	\$15,726	1.2	\$4,127	1.5	\$10,386	0.9	(\$1,393)
CZ15	SCE/SCG	1.5	\$9,078	0.9	(\$877)	0.93	(\$1,187)	0.6	(\$6,708)
CZ16	PG&E	1.3	\$5,254	0.8	(\$3,523)	1.1	\$2,037	0.7	(\$6,282)

### 4.6.2 Utility Infrastructure Cost Sensitivity

Table 24 compares cost-effectiveness results for the natural gas service line extension cost scenarios that inform the average values presented in Table 8. The average cost scenario reflects the cost-effectiveness results for the single family all-electric Code Minimum package presented in Table 16. Relative to a new subdivision, gas infrastructure cost savings are higher for the infill development case, which translates to higher cost-effectiveness. This is shown by positive cost-effectiveness in all metrics except one – On-Bill for Climate Zone 16 – for infill development. Compared to the average cost scenario, there are two cases – On-Bill for Climate Zone 4 in PG&E territory and Climate Zone 7 – where the all-electric Code Minimum package is no longer cost-effective based on the new subdivision costs.

**Table 24: Single Family Cost-Effectiveness Comparison with Range of Natural Gas Utility Infrastructure Costs: All-Electric Code Minimum**

Climate Zone	Electric /Gas Utility	Average				New Subdivision				Infill Development			
		On-Bill		TDV		On-Bill		TDV		On-Bill		TDV	
		B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	0.9	(\$268)	>1	\$5,702	0.6	(\$1,492)	>1	\$4,612	2.2	\$4,628	>1	\$10,062
CZ02	PGE	1.6	\$2,355	>1	\$7,711	1.3	\$1,131	>1	\$6,621	2.8	\$7,250	>1	\$12,071
CZ03	PGE	0.98	(\$90)	25.3	\$3,887	0.7	(\$1,314)	18.5	\$2,797	2.0	\$4,806	52.6	\$8,247
CZ04	PGE	1.3	\$979	>1	\$4,494	0.9	(\$245)	>1	\$3,404	2.6	\$5,875	>1	\$8,854
CZ04	CPAU	>1	\$10,437	>1	\$7,762	>1	\$10,437	>1	\$7,762	>1	\$10,437	>1	\$7,762
CZ05	PGE	1.3	\$1,373	6.1	\$4,633	1.0	\$149	4.9	\$3,543	2.3	\$6,269	11.0	\$8,993
CZ05	PGE/SCG	1.4	\$1,823	6.1	\$4,633	1.1	\$599	4.9	\$3,543	2.5	\$6,719	11.0	\$8,993
CZ06	SCE/SCG	1.6	\$2,339	4.7	\$4,353	1.3	\$1,115	3.8	\$3,263	2.8	\$7,235	8.4	\$8,713
CZ07	SDGE	1.1	\$624	4.2	\$4,211	0.9	(\$600)	3.4	\$3,121	2.0	\$5,519	7.5	\$8,571
CZ08	SCE/SCG	1.7	\$2,792	4.2	\$4,674	1.4	\$1,568	3.5	\$3,584	2.8	\$7,687	7.3	\$9,034
CZ09	SCE	1.7	\$2,831	5.5	\$5,013	1.4	\$1,607	4.6	\$3,923	2.9	\$7,726	9.5	\$9,373
CZ10	SCE/SCG	1.6	\$2,642	7.4	\$5,287	1.3	\$1,418	6.1	\$4,197	2.7	\$7,537	12.6	\$9,647
CZ10	SDGE	1.4	\$1,825	7.4	\$5,287	1.1	\$601	6.1	\$4,197	2.3	\$6,721	12.6	\$9,647
CZ11	PGE	1.7	\$2,552	>1	\$7,153	1.3	\$1,328	>1	\$6,063	3.0	\$7,448	>1	\$11,513
CZ12	PGE	1.9	\$3,210	>1	\$7,504	1.5	\$1,986	>1	\$6,414	3.1	\$8,106	>1	\$11,864
CZ12	SMUD/PGE	>1	\$11,714	>1	\$7,504	>1	\$10,490	>1	\$6,414	>1	\$16,610	>1	\$11,864
CZ13	PGE	1.5	\$1,480	>1	\$4,490	1.1	\$256	>1	\$3,400	3.0	\$6,376	>1	\$8,850
CZ14	SCE/SCG	0.9	(\$522)	>1	\$4,105	0.7	(\$1,746)	>1	\$3,015	1.8	\$4,374	>1	\$8,465
CZ14	SDGE	0.7	(\$1,717)	>1	\$4,105	0.5	(\$2,941)	>1	\$3,015	1.5	\$3,179	>1	\$8,465
CZ15	SCE/SCG	1.4	\$1,791	3.0	\$3,439	1.1	\$567	2.4	\$2,349	2.6	\$6,687	5.6	\$7,799
CZ16	PG&E	0.2	(\$5,394)	0.4	(\$1,339)	0.0	(\$6,618)	0.0	(\$2,429)	0.9	(\$498)	2.4	\$3,021

### 4.6.3 Utility Rate Escalation

In this sensitivity analysis, an alternative set of annual utility escalation rates was applied to the gas and electricity savings in select measure packages to show the impact that utility cost changes over time have on cost-effectiveness. This set of rates, detailed in Section 7.2.7, reflects those used by the Energy Commission in their development of the LSC factors for the 2025 code cycle (LSC replaces TDV in the 2025 code cycle). The rates assume steep increases in gas rates starting in 2030. Increased gas rates range from 2% to 6.7% higher than annual rates used in the 2022 code cycle; electricity rates are only marginally (about 0.5%) higher each year.

On-Bill cost-effectiveness results are shown for in Table 25 for the all-electric Code Minimum scenario and Table 26 for the mixed fuel Efficiency + PV + Battery measure package. The alternative rates described above (“2025 LSC”) are shown alongside those reported elsewhere in this report (“CPUC / 2022 TDV”, described in Section 2.1.3) for comparison. In all cases, the 2025 LSC escalation rates improve cost-effectiveness. In some cases, this improvement is enough to change the result from not cost-effective to cost-effective, these cases are summarized below:

- All-Electric Code Minimum package
  - Climate Zones 1, 3, 14, and 16 for the single family home
  - Climate Zones 1, 5 in PG&E/SCG territory, 6, 8, 9, 10 in SDG&E territory, and 16 for the ADU home
- Mixed fuel Efficiency + PV + Battery package
  - Climate Zones 1, 6, and 15 for the ADU home



**Table 25: On-Bill Cost-Effectiveness, 2025 LSC Basis: All-Electric Code Minimum**

Climate Zone	Electric /Gas Utility	Single Family				ADU			
		CPUC / 2022 TDV		2025 LSC		CPUC / 2022 TDV		2025 LSC	
		B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	0.9	(\$268)	>1	\$13,867	0.7	(\$2,077)	1.2	\$833
CZ02	PGE	1.6	\$2,355	>1	\$10,458	0.7	(\$1,742)	0.95	(\$228)
CZ03	PGE	0.98	(\$90)	>1	\$4,883	0.0	(\$7,581)	0.0	(\$4,465)
CZ04	PGE	1.3	\$979	>1	\$5,728	0.0	(\$7,406)	0.0	(\$4,466)
CZ04	CPAU	>1	\$10,437	>1	\$17,647	6.9	\$2,592	20.7	\$8,704
CZ05	PGE	1.3	\$1,373	5.3	\$5,148	0.7	(\$1,912)	0.8	(\$1,386)
CZ05	PGE/SCG	1.4	\$1,823	13.5	\$5,884	0.9	(\$574)	1.2	\$807
CZ06	SCE/SCG	1.6	\$2,339	4.0	\$4,751	0.9	(\$318)	1.2	\$630
CZ07	SDGE	1.1	\$624	1.9	\$3,008	0.6	(\$3,298)	0.7	(\$2,394)
CZ08	SCE/SCG	1.7	\$2,792	3.0	\$4,650	0.9	(\$289)	1.1	\$591
CZ09	SCE	1.7	\$2,831	4.0	\$5,233	0.9	(\$310)	1.2	\$634
CZ10	SCE/SCG	1.6	\$2,642	5.4	\$5,700	1.3	\$976	1.9	\$2,147
CZ10	SDGE	1.4	\$1,825	7.4	\$6,038	0.8	(\$1,084)	1.0	\$102
CZ11	PGE	1.7	\$2,552	>1	\$9,997	1.0	\$200	1.6	\$1,669
CZ12	PGE	1.9	\$3,210	>1	\$10,077	0.7	(\$1,710)	0.9	(\$430)
CZ12	SMUD/PGE	>1	\$11,714	>1	\$19,028	5.7	\$3,797	>1	\$5,367
CZ13	PGE	1.5	\$1,480	>1	\$5,987	0.0	(\$4,131)	0.0	(\$1,228)
CZ14	SCE/SCG	0.9	(\$522)	6.0	\$3,876	0.0	(\$7,375)	0.0	(\$4,363)
CZ14	SDGE	0.7	(\$1,717)	>1	\$4,799	0.0	(\$10,790)	0.0	(\$6,285)
CZ15	SCE/SCG	1.4	\$1,791	2.2	\$3,214	1.4	\$1,246	1.9	\$2,210
CZ16	PG&E	0.2	(\$5,394)	>1	\$8,516	0.6	(\$2,562)	1.2	\$629

**Table 26: On-Bill Cost-Effectiveness, 2025 LSC Basis: Mixed Fuel Efficiency + PV + Battery**

Climate Zone	Electric /Gas Utility	Single Family				ADU			
		CPUC / 2022 TDV		2025 LSC		CPUC / 2022 TDV		2025 LSC	
		B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV	B/C Ratio	NPV
CZ01	PGE	1.3	\$6,501	1.6	\$12,598	0.96	(\$1,040)	1.0	\$993
CZ02	PGE	1.1	\$2,486	1.3	\$4,914	1.0	\$138	1.1	\$1,816
CZ03	PGE	1.1	\$1,104	1.1	\$2,287	0.8	(\$3,399)	0.9	(\$2,462)
CZ04	PGE	1.0	\$456	1.1	\$1,645	0.9	(\$2,011)	0.95	(\$980)
CZ04	CPAU	0.2	(\$16,295)	0.2	(\$15,990)	0.4	(\$13,922)	0.4	(\$13,453)
CZ05	PGE	1.1	\$2,285	1.3	\$4,506	1.1	\$1,265	1.1	\$2,574
CZ05	PGE/SCG	1.1	\$2,154	1.2	\$4,291	1.1	\$1,246	1.1	\$2,543
CZ06	SCE/SCG	1.1	\$1,951	1.2	\$3,420	0.97	(\$575)	1.0	\$847
CZ07	SDGE	1.6	\$9,869	1.6	\$9,930	1.4	\$8,825	1.4	\$8,570
CZ08	SCE/SCG	1.2	\$3,344	1.3	\$4,750	1.0	\$755	1.1	\$2,288
CZ09	SCE	1.2	\$3,369	1.3	\$4,812	1.0	\$886	1.1	\$2,407
CZ10	SCE/SCG	1.3	\$4,546	1.4	\$6,334	0.7	(\$4,499)	0.8	(\$3,703)
CZ10	SDGE	1.8	\$14,148	1.9	\$14,289	1.2	\$3,065	1.2	\$2,904
CZ11	PGE	1.4	\$6,523	1.4	\$7,967	0.9	(\$2,295)	0.94	(\$1,126)
CZ12	PGE	1.2	\$3,451	1.3	\$4,806	1.1	\$1,786	1.1	\$3,458
CZ12	SMUD/PGE	0.3	(\$13,066)	0.4	(\$12,515)	0.5	(\$12,564)	0.5	(\$11,582)
CZ13	PGE	1.3	\$5,665	1.4	\$6,448	0.8	(\$3,335)	0.8	(\$2,674)
CZ14	SCE/SCG	1.3	\$5,945	1.4	\$7,138	1.0	\$346	1.1	\$1,827
CZ14	SDGE	1.8	\$15,726	1.8	\$15,116	1.5	\$10,386	1.5	\$10,107
CZ15	SCE/SCG	1.5	\$9,078	1.7	\$10,819	0.9	(\$1,187)	0.99	(\$182)
CZ16	PG&E	1.3	\$5,254	1.5	\$10,999	1.1	\$2,037	1.2	\$4,285

## 5 Summary

The purpose of this study was to examine and document the code compliance and cost-effectiveness impacts of improving performance among single family new construction – both standard sized homes and ADUs. To this end, the Reach Codes Team evaluated packages of energy efficiency measures as well as packages combining energy efficiency with solar PV generation and battery storage, simulated them in building modeling software, and gathered costs to determine the cost-effectiveness of multiple scenarios. The Reach Codes Team coordinated with multiple utilities, cities, and building community experts to develop a set of assumptions considered reasonable in the current market. Changing assumptions, such as the period of analysis, measure selection, cost assumptions, energy escalation rates, or utility tariffs are likely to change results.

Table 27 (single family) and Table 28 (ADU) summarize results for each prototype and depict the EDR1 compliance margins achieved for each climate zone and package. Because local reach codes must both exceed the energy code (i.e., have a positive compliance margin in the performance approach) and be cost-effective, the Reach Codes Team highlighted cells meeting these two requirements to help clarify the upper boundary for potential reach code policies. All results presented in this study have a positive compliance margin.

- Cells highlighted in **green** depict a positive compliance margin and cost-effective results using both On-Bill and TDV approaches.
- Cells highlighted in **yellow** depict a positive compliance and cost-effective results using either the On-Bill or TDV approach.
- Cells **not highlighted** depict a package that was not cost-effective using either the On-Bill or TDV approach.
- Cells highlighted in **grey** depict the high efficiency equipment packages where cost-effectiveness was not evaluated.

The following are key takeaways and recommendations from the analysis.

### Conclusions and Discussion:

- All-electric buildings have lower GHG emissions than mixed fuel buildings, due to the clean power sources currently available from California’s power providers as well as accounting for increased penetration of renewables in the future. Almost all the all-electric packages evaluated resulted in greater GHG emission savings than the mixed fuel packages, with the exception of the mixed fuel package with battery storage in climate zones with low heating loads. The Reach Codes Team found code-compliant, all-electric new construction to be feasible and cost-effective based on TDV for single family homes in all cases except Climate Zone 16.
- All-electric single family new construction was On-Bill cost-effective in all cases except Climate Zones 1, 3, 14, and 16.
- The all-electric ADU home was cost-effective based on TDV in all cases except in Climate Zones 3, 4, 13, and 14 where the higher cost of installing a ducted HPWH instead of the prescriptively required gas tankless water heater outweigh the resulting energy cost savings. In the other climate zones there were first cost savings for installing a heat pump space heater instead of gas furnace, contributing to an overall TDV cost-effective result.
- Few cases were cost-effective On-Bill for the ADU.
- All-electric code minimum construction results in an increase in first year utility costs relative to a mixed fuel home, except for CPAU and SMUD where electricity rates are much lower than for the IOUs. The addition of efficiency measures, market dominant HPWHs that meet NEEA’s Advanced Water Heating Specification, high efficiency heat pumps, increased PV, and batteries all reduce utility costs, and a combination of these options was found to reduce annual utility costs relative to a mixed fuel home in all cases.
- Under NBT, utility cost savings for increasing PV system size beyond code minimum are substantially less than under prior net energy metering rules (NEM 2.0); however, savings are sufficient to be On-Bill cost-effective in all climate zones for the all-electric single family home. Coupling PV with battery systems increases utility cost savings as a result of improved on-site utilization of PV generation and fewer exports to the grid.

- Applying CARE rates in the IOU territories increases improves On-Bill cost-effectiveness for all-electric buildings, as compared to the same case under standard rates, due to higher utility cost savings compared to a code compliant mixed fuel building also on a CARE rate, improving On-Bill cost-effectiveness. This is due to the CARE discount on electricity being higher than that on gas.
- If gas tariffs are assumed to increase substantially over time, in-line with the escalation assumption from the 2025 LSC development, all-electric new construction was found to be On-Bill cost-effective in almost all scenarios over the 30-year analysis period. There is much uncertainty surrounding future tariff structures as well as escalation values. While it's clear that gas rates will increase, how much and how quickly is not known. Electricity tariff structures are expected to evolve over time, and the CPUC has an active proceeding to adopt an income-graduated fixed charge that benefits low-income customers and supports electrification measures.<sup>21</sup> The CPUC will make a decision in mid-2024 and the new rates are expected to be in place later that year or in 2025. While the anticipated impact of this rate change is lower volumetric electricity rates, the rate design is not finalized. While lower volumetric electricity rates provide many benefits including incentivizing electrification, it also will make building efficiency measures harder to justify as cost-effective due to lower utility bill cost savings.

#### Recommendations:

- A reach code with a single performance target based on source energy (EDR1) can be structured to strongly encourage electrification. This approach requires equivalent performance for all buildings and allows mixed fuel buildings which minimizes the risk of violating federal preemption. Below are examples of how a reach code for single family homes could be setup based on the results summarized in Table 27.
  - A jurisdiction in Climate Zone 12 could set a performance target at an EDR1 margin of 11.5 (the EDR1 margin for the all-electric Code Minimum package). Any all-electric home meeting or exceeding the prescriptive requirements would comply, and a mixed fuel home would likely need to incorporate a combination of efficiency measures and a battery system to comply.
  - Similarly, a jurisdiction in Climate Zone 7 may consider setting a performance target of 2.8 EDR1 margin (also the EDR1 margin for the all-electric Code Minimum package). Any all-electric home meeting or exceeding the prescriptive requirements would comply, but a mixed fuel home would likely be able to comply with only a suite of above-code efficiency measures (no battery). Alternatively, a higher EDR1 margin target of 5 would incentivize more energy efficiency or additional PV for all-electric construction, and mixed fuel construction would likely need to incorporate a battery system to comply.
  - A jurisdiction in Climate Zone 16 may want to set a performance target at an EDR1 margin of 20.5 (the EDR1 margin for the mixed fuel efficiency + PV + battery package). This would establish a target that a mixed fuel home could cost-effectively meet, likely only after incorporating a combination of efficiency measures and a battery system, and that an all-electric home could easily meet.
- The 2022 Title 24 code's new source energy metric combined with the heat pump baseline encourage all-electric construction, providing an incentive that allows for some amount of prescriptively required building efficiency to be traded off, still meeting minimum code compliance. This compliance benefit for all-electric homes highlights a unique opportunity for jurisdictions to incorporate efficiency into all-electric reach codes. Efficiency and electrification have symbiotic benefits and are both critical for decarbonization of buildings. As demand on the electric grid is increased through electrification, efficiency can reduce the negative impacts of additional electricity demand on the grid, reducing the need for increased generation and storage capacity, as well as the need to upgrade upstream transmission and distribution equipment. The Reach Codes Team recommends that jurisdictions adopting a reach code for single family buildings also include an efficiency requirement with EDR1 margins at minimum consistent with the all-electric code minimum package results in Table 27.

<sup>21</sup> <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/demand-response-dr/demand-flexibility-rulemaking>

- The code compliance margins for the ADU all-electric code minimum package are lower than for the single family prototype; code compliance and cost-effectiveness can be more challenging for smaller dwelling units. As a result, the Reach Codes Team does not recommend EDR1 targets above those reported for the all-electric Code Minimum package in Table 28.

Local jurisdictions may also adopt ordinances that amend different Parts of the California Building Standards Code or may elect to amend other state or municipal codes. The decision regarding which code to amend will determine the specific requirements that must be followed for an ordinance to be legally enforceable. For example, jurisdictions may amend Part 11 instead of Part 6 of the CA Building Code requiring review and approval by the BSC but not the Energy Commission. Reach codes that amend Part 6 of the CA Building Code and require energy performance beyond state code minimums must demonstrate the proposed changes are cost-effective and obtain approval from the Energy Commission.

This report documents the key results and conclusions from the Reach Codes Team analysis. A full dataset of all results can be downloaded at <https://localenergycodes.com/content/resources>. Results alongside policy options can also be explored using the Cost-effectiveness Explorer at <https://explorer.localenergycodes.com/>.

**Table 27: Summary of Single Family EDR1 Margins and Cost-Effectiveness**

Climate Zone	Electric /Gas Utility	All-Electric					Mixed Fuel	
		Code Minimum	Efficiency	Efficiency + High Efficiency Equipment	Efficiency + PV	Efficiency + PV + Battery	Efficiency + High Efficiency Equipment	Efficiency + PV + Battery
CZ01	PGE	25.8	29.1	31.4	32.6	41.4	14.8	22.6
CZ02	PGE	14.0	16.3	18.0	18.9	28.3	9.1	14.1
CZ03	PGE	9.1	10.6	12.2	13.1	24.2	3.6	12.8
CZ04	PGE	8.8	10.4	11.9	12.8	24.6	3.8	13.2
CZ04	CPAU	8.8	10.4	11.9	12.8	24.6	3.8	13.2
CZ05	PGE	6.5	7.9	10.2	10.8	23.3	5.2	14.8
CZ05	PGE/SCG	6.5	7.9	10.2	10.8	23.3	5.2	14.8
CZ06	SCE/SCG	4.2	5.3	6.6	8.4	24.6	4.0	18.3
CZ07	SDGE	2.8	3.6	4.8	6.9	23.6	3.2	18.7
CZ08	SCE/SCG	2.1	2.9	4.2	5.6	21.3	2.7	17.1
CZ09	SCE/SCG	3.6	4.4	5.7	7.1	21.8	3.2	16.2
CZ10	SCE/SCG	4.8	5.8	7.2	8.5	21.9	3.9	14.4
CZ10	SDGE	4.8	5.8	7.2	8.5	21.9	3.9	14.4
CZ11	PGE	11.4	13.4	15.0	15.6	24.5	7.7	12.9
CZ12	PGE	11.5	13.3	14.8	15.5	25.2	7.2	13.2
CZ12	SMUD/PGE	11.5	13.3	14.8	15.5	25.2	7.2	13.2
CZ13	PGE	8.3	10.3	11.9	12.3	22.3	4.1	12.3
CZ14	SCE/SCG	8.8	11.5	13.2	14.3	24.7	4.6	13.4
CZ14	SDGE	8.8	11.5	13.2	14.3	24.7	4.6	13.4
CZ15	SCE/SCG	0.9	2.4	3.7	3.8	15.7	3.5	13.5
CZ16	PG&E	21.3	25.6	27.0	29.1	37.5	16.3	20.4

**Table 28: Summary of ADU EDR1 Margins and Cost-Effectiveness**

Climate Zone	Electric /Gas Utility	All-Electric					Mixed Fuel	
		Code Minimum	Efficiency	Efficiency + High Efficiency Equipment	Efficiency + PV	Efficiency + PV + Battery	Efficiency + High Efficiency Equipment	Efficiency + PV + Battery
CZ01	PGE	11.9	15.7	18.5	19.3	33.7	2.9	18.5
CZ02	PGE	5.7	7.9	9.7	10.8	25.6	-4.7	16.6
CZ03	PGE	2.9	4.0	5.9	7.1	23.2	4.0	11.8
CZ04	PGE	2.4	3.9	5.5	6.8	23.6	4.2	13.3
CZ04	CPAU	2.4	3.9	5.5	6.8	23.6	4.2	13.3
CZ05	PGE	1.8	2.9	4.8	6.4	24.0	-12.1	16.9
CZ05	PGE/SCG	1.8	2.9	4.8	6.4	24.0	-12.1	16.9
CZ06	SCE/SCG	0.5	1.3	2.6	5.0	25.7	-15.6	19.8
CZ07	SDGE	0.1	0.9	2.1	5.0	26.4	-16.5	20.3
CZ08	SCE/SCG	0.1	0.7	1.8	4.2	25.1	-15.3	20.4
CZ09	SCE	0.4	1.1	2.3	4.5	25.0	-14.4	19.6
CZ10	SCE/SCG	1.0	2.0	3.5	5.4	25.3	-11.9	19.0
CZ10	SDGE	1.0	2.0	3.5	5.4	25.3	-11.9	19.0
CZ11	PGE	4.6	7.0	8.6	9.6	25.1	-3.5	17.6
CZ12	PGE	4.6	6.6	8.3	9.3	24.5	-5.6	16.7
CZ12	SMUD/PGE	4.6	6.6	8.3	9.3	24.5	-5.6	16.7
CZ13	PGE	3.1	5.5	6.9	7.8	25.2	4.4	14.5
CZ14	SCE/SCG	3.5	6.3	8.0	9.6	26.9	5.1	14.5
CZ14	SDGE	3.5	6.3	8.0	9.6	26.9	5.1	14.5
CZ15	SCE/SCG	0.0	2.2	2.6	4.4	25.3	-9.3	19.2
CZ16	PG&E	11.2	14.7	15.7	18.3	33.7	2.9	18.3



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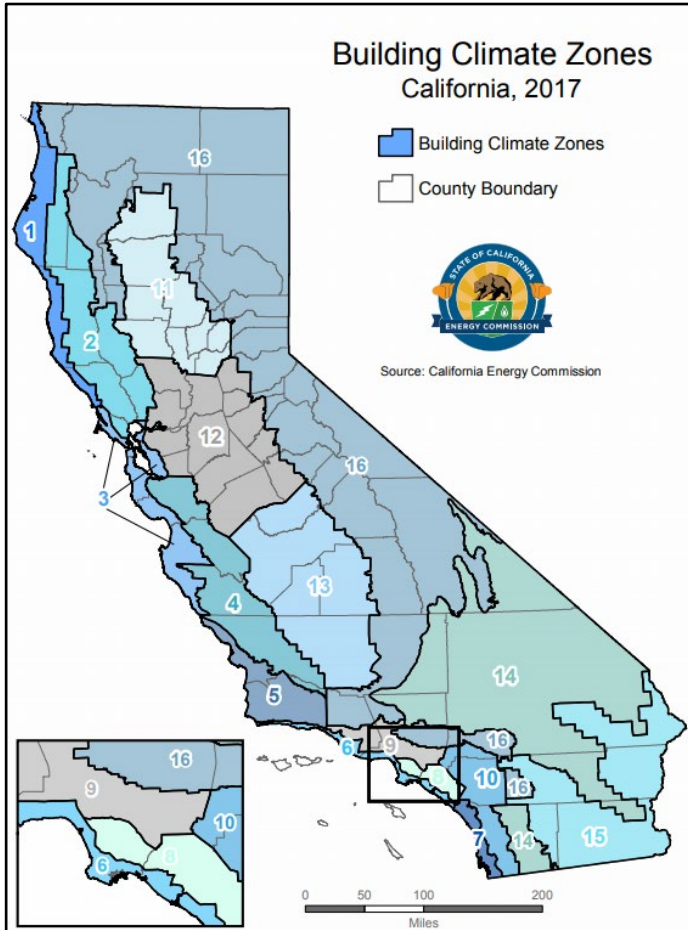


## 7 Appendices

### 7.1 Map of California Climate Zones

Climate zone geographical boundaries are depicted in Figure 4. The map in Figure 4 along with a zip-code search directory is available at: [https://ww2.energy.ca.gov/maps/renewable/building\\_climate\\_zones.html](https://ww2.energy.ca.gov/maps/renewable/building_climate_zones.html)

**Figure 4: Map of California climate zones.**



## 7.2 Utility Rate Schedules

The Reach Codes Team used the CA IOU and POU rate tariffs detailed below to determine the On-Bill savings for each package. The California Climate Credit was applied for both electricity and natural gas service for the IOUs using the 2023 credits shows below.<sup>22</sup> The credits were applied to reduce the total calculated annual bill, including any fixed fees or minimum bill amounts.

### 2023 Electric California Climate Credit Schedule

	February or March	April	May	June	July	Aug	Sept	Oct
<b>PG&amp;E</b>	\$38.39							\$38.39
<b>SCE</b>	\$71.00							\$71.00
<b>SDG&amp;E</b>	\$60.70							\$60.70

## Residential Natural Gas California Climate Credit

In 2023, the 2023 Natural Gas California Climate Credit will be distributed in February or March instead of April.

	2018†	2019	2020	2021	2022	2023	Total Value Received Per Household 2018-2023
<b>PG&amp;E</b>	\$30	\$25	\$27	\$25	\$48	\$52.78	<b>\$208</b>
<b>SDG&amp;E</b>	*	\$34	\$21	\$18	\$43	\$43.40	<b>\$162</b>
<b>Southwest Gas</b>	\$22	\$25	\$27	\$28	\$49	\$56.35	<b>\$207</b>
<b>SoCalGas</b>	*	\$50	\$26	\$22	\$44	\$50.77	<b>\$194</b>

Electricity rates reflect the most recently approved tariffs. Monthly gas rates were estimated based on recent gas rates (November 2023) and a curve to reflect how natural gas prices fluctuate with seasonal supply and demand. The seasonal curve was estimated from monthly residential tariffs between 2014 and 2023 (between 2017 and 2023 for CPAU). 12-month curves were created from monthly gas rates for each of the ten years (seven years for CPAU). These annual curves were then averaged to arrive at an average normalized annual curve. This was conducted separately for baseline and excess energy rates. Costs used in this analysis were then derived by establishing the most recent baseline and excess rate from the latest tariff as a reference point (November 2023), and then using the normalized curve to estimate the cost for the remaining months relative to the reference point rate.

<sup>22</sup> <https://www.cpuc.ca.gov/industries-and-topics/natural-gas/greenhouse-gas-cap-and-trade-program/california-climate-credit>

### 7.2.1 Pacific Gas & Electric

The following pages provide details on the PG&E electricity and natural gas tariffs applied in this study. Table 29 describes the baseline territories that were assumed for each climate zone. A net surplus compensation rate of \$0.07051/ kWh was applied to any net annual electricity generation based on a one-year average of the rates between December 2022 and November 2023.

**Table 29: PG&E Baseline Territory by Climate Zone**

Climate Zone	Baseline Territory
CZ01	V
CZ02	X
CZ03	T
CZ04	X
CZ05	T
CZ11	R
CZ12	S
CZ13	R
CZ16	Y

The PG&E monthly gas rate for G-1 in \$/therm was applied on a monthly basis according to the rates shown in Table 30. These rates are based on applying a normalization curve to the November 2023 tariff based on ten years of historical gas data. Corresponding CARE rates reflect the 20 percent discount per the GL-1 tariff.

**Table 30: PG&E Monthly Gas Rate (\$/therm)**

Month	Total Charge	
	Baseline	Excess
January	\$2.05	\$2.43
February	\$2.08	\$2.46
March	\$1.92	\$2.31
April	\$1.80	\$2.20
May	\$1.77	\$2.18
June	\$1.78	\$2.18
July	\$1.80	\$2.20
August	\$1.85	\$2.26
September	\$1.92	\$2.33
October	\$1.99	\$2.40
November	\$2.06	\$2.46
December	\$2.05	\$2.44

## Residential GAS Baseline Territories and Quantities <sup>1/</sup>

**Effective April 1, 2022 - Present**

BASELINE QUANTITIES (Therms Per Day Per Dwelling Unit)

Individually Metered			
Baseline Territories	Summer (April-October)	Winter Off-Peak (Nov, Feb, Mar)	Winter On-Peak (Dec, Jan)
	<u>Effective Apr. 1, 2022</u>	<u>Effective Nov. 1, 2022</u>	<u>Effective Dec. 1, 2022</u>
P	0.39	1.88	2.19
Q	0.56	1.48	2.00
R	0.36	1.24	1.81
S	0.39	1.38	1.94
T	0.56	1.31	1.68
V	0.59	1.51	1.71
W	0.39	1.14	1.68
X	0.49	1.48	2.00
Y	0.72	2.22	2.58

Master Metered			
Baseline Territories	Summer (April-October)	Winter Off-Peak (Nov, Feb, Mar)	Winter On-Peak (Dec, Jan)
	<u>Effective Apr. 1, 2022</u>	<u>Effective Nov. 1, 2022</u>	<u>Effective Dec. 1, 2022</u>
P	0.29	1.01	1.13
Q	0.56	0.67	0.77
R	0.33	0.87	1.16
S	0.29	0.61	0.65
T	0.56	1.01	1.10
V	0.59	1.28	1.32
W	0.26	0.71	0.87
X	0.33	0.67	0.77
Y	0.52	1.01	1.13

Summer Season: Apr-Oct  
 Winter Off-Peak: Nov, Feb, Mar  
 Winter On-Peak: Dec, Jan

Advice Letter: 4589-G  
 Decision 21-11-016  
 GRC 2020 Ph II [Application 19-11-019]  
 Filed: Nov 22, 2019



Revised Cal. P.U.C. Sheet No. 56550-E  
 Revised Cal. P.U.C. Sheet No. 56229-E  
 Cancelling

**ELECTRIC SCHEDULE E-TOU-C** Sheet 2  
 RESIDENTIAL TIME-OF-USE (PEAK PRICING 4 - 9 p.m. EVERY DAY)

RATES: **E-TOU-C TOTAL BUNDLED RATES**  
 (Cont'd.)

Total Energy Rates (\$ per kWh)	PEAK		OFF-PEAK	
<i>Summer</i>				
Total Usage	\$0.53933	(I)	\$0.45589	(I)
Baseline Credit (Applied to Baseline Usage Only)	(\$0.08851)	(R)	(\$0.08851)	(R)
<i>Winter</i>				
Total Usage	\$0.43662	(I)	\$0.40827	(I)
Baseline Credit (Applied to Baseline Usage Only)	(\$0.08851)	(R)	(\$0.08851)	(R)
Delivery Minimum Bill Amount (\$ per meter per day)	\$0.37612			
California Climate Credit (per household, per semi-annual payment occurring in the March* and October bill cycles)	(\$38.39)			

Total bundled service charges shown on customer's bills are unbundled according to the component rates shown below. Where the delivery minimum bill amount applies, the customer's bill will equal the sum of (1) the delivery minimum bill amount plus (2) for bundled service, the generation rate times the number of kWh used. For revenue accounting purposes, the revenues from the delivery minimum bill amount will be assigned to the Transmission, Transmission Rate Adjustments, Reliability Services, Public Purpose Programs, Nuclear Decommissioning, Competition Transition Charges, Energy Cost Recovery Amount, Wildfire Fund Charge, and New System Generation Charges based on kWh usage times the corresponding unbundled rate component per kWh, with any residual revenue assigned to Distribution.

\* Pursuant to D.23-02-014, disbursement of the April 2023 residential Climate Credit shall begin by March 1, 2023.

(Continued)

Advice Decision	7009-E	Issued by <b>Meredith Allen</b> Vice President, Regulatory Affairs	Submitted Effective Resolution	August 25, 2023 September 1, 2023
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**Pacific Gas and Electric Company**  
U 39 Oakland, California

Revised  
Revised  
Cancelling

Cal. P.U.C. Sheet No. 56551-E  
Cal. P.U.C. Sheet No. 56230-E

**ELECTRIC SCHEDULE E-TOU-C** Sheet 3  
RESIDENTIAL TIME-OF-USE (PEAK PRICING 4 - 9 p.m. EVERY DAY)

RATES:  
(Cont'd.)

**UNBUNDLING OF E-TOU-C TOTAL RATES**

Energy Rates by Component (\$ per kWh)	PEAK		OFF-PEAK	
<b>Generation:</b>				
Summer (all usage)	\$0.19776		\$0.13432	
Winter (all usage)	\$0.14916		\$0.12413	
<b>Distribution**:</b>				
Summer (all usage)	\$0.17029	(I)	\$0.15029	(I)
Winter (all usage)	\$0.11618	(I)	\$0.11286	(I)
<b>Conservation Incentive Adjustment (Baseline Usage)</b>			(\$0.02216)	(I)
<b>Conservation Incentive Adjustment (Over Baseline Usage)</b>			\$0.06635	(I)
<b>Transmission* (all usage)</b>			\$0.05254	
<b>Transmission Rate Adjustments* (all usage)</b>			\$0.00059	
<b>Reliability Services* (all usage)</b>			\$0.00069	
<b>Public Purpose Programs (all usage)</b>			\$0.02578	
<b>Nuclear Decommissioning (all usage)</b>			\$0.00135	
<b>Competition Transition Charges (all usage)</b>			\$0.00030	
<b>Energy Cost Recovery Amount (all usage)</b>			(\$0.00071)	
<b>Wildfire Fund Charge (all usage)</b>			\$0.00530	
<b>New System Generation Charge (all usage)**</b>			\$0.00346	
<b>Wildfire Hardening Charge (all usage)</b>			\$0.00254	
<b>Recovery Bond Charge (all usage)</b>			\$0.00528	(R)
<b>Recovery Bond Credit (all usage)</b>			(\$0.00528)	(I)
<b>Bundled Power Charge Indifference Adjustment (all usage)***</b>			\$0.01309	

\* Transmission, Transmission Rate Adjustments and Reliability Service charges are combined for presentation on customer bills.  
 \*\* Distribution and New System Generation Charges are combined for presentation on customer bills.  
 \*\*\* Direct Access, Community Choice Aggregation and Transitional Bundled Service Customers pay the applicable Vintaged Power Charge Indifference Adjustment. Generation and Bundled PCIA are combined for presentation on bundled customer bills.

(Continued)

Advice	7009-E	Issued by	Submitted	August 25, 2023
Decision		<b>Meredith Allen</b>	Effective	September 1, 2023
		Vice President, Regulatory Affairs	Resolution	



**Pacific Gas and Electric Company**

Oakland, California

Revised Cal. P.U.C. Sheet No. 56547-E  
 Cancelling Revised Cal. P.U.C. Sheet No. 56226-E

**ELECTRIC SCHEDULE E-ELEC** Sheet 2  
 RESIDENTIAL TIME-OF-USE (ELECTRIC HOME)  
 SERVICE FOR CUSTOMERS WITH QUALIFYING ELECTRIC TECHNOLOGIES

RATES:(Cont'd.)

**TOTAL BUNDLED RATES**

Base Services Charge (\$ per meter per day)	\$0.49281			
Total Energy Rates (\$ per kWh)		<u>PEAK</u>	<u>PART-PEAK</u>	<u>OFF-PEAK</u>
Summer Usage		\$0.56589 (I)	\$0.40401 (I)	\$0.34733 (I)
Winter Usage		\$0.33438 (I)	\$0.31229 (I)	\$0.29843 (I)
California Climate Credit (per household, per semi-annual payment occurring in the March† and October bill cycles)	(\$38.39)			

Total bundled service charges shown on a customer's bills are unbundled according to the component rates shown below.

**UNBUNDLING OF TOTAL RATES**

Energy Rates by Component (\$ per kWh)	<u>PEAK</u>		<u>PART-PEAK</u>		<u>OFF-PEAK</u>
<b>Generation:</b>					
Summer Usage	\$0.28164		\$0.18253		\$0.13743
Winter Usage	\$0.11951		\$0.09954		\$0.08619
<b>Distribution**:</b>					
Summer Usage	\$0.17932 (I)		\$0.11655 (I)		\$0.10497 (I)
Winter Usage	\$0.10994 (I)		\$0.10782 (I)		\$0.10731 (I)
<b>Transmission* (all usage)</b>	\$0.05254		\$0.05254		\$0.05254
<b>Transmission Rate Adjustments* (all usage)</b>	\$0.00059		\$0.00059		\$0.00059
<b>Reliability Services* (all usage)</b>	\$0.00069		\$0.00069		\$0.00069
<b>Public Purpose Programs (all usage)</b>	\$0.02578		\$0.02578		\$0.02578
<b>Nuclear Decommissioning (all usage)</b>	\$0.00135		\$0.00135		\$0.00135
<b>Competition Transition Charges (all usage)</b>	\$0.00030		\$0.00030		\$0.00030
<b>Energy Cost Recovery Amount (all usage)</b>	(\$0.00071)		(\$0.00071)		(\$0.00071)
<b>Wildfire Fund Charge (all usage)</b>	\$0.00530		\$0.00530		\$0.00530
<b>New System Generation Charge (all usage)**</b>	\$0.00346		\$0.00346		\$0.00346
<b>Wildfire Hardening Charge (all usage)</b>	\$0.00254		\$0.00254		\$0.00254
<b>Recovery Bond Charge (all usage)</b>	\$0.00528 (R)		\$0.00528 (R)		\$0.00528 (R)
<b>Recovery Bond Credit (all usage)</b>	(\$0.00528) (I)		(\$0.00528) (I)		(\$0.00528) (I)
<b>Bundled Power Charge Indifference Adjustment (all usage)***</b>	\$0.01309		\$0.01309		\$0.01309

\* Transmission, Transmission Rate Adjustments and Reliability Service charges are combined for presentation on customer bills.  
 \*\* Distribution and New System Generation Charges are combined for presentation on customer bills.  
 \*\*\* Direct Access, Community Choice Aggregation and Transitional Bundled Service Customers pay the applicable Vintaged Power Charge Indifference Adjustment. Generation and Bundled PCIA are combined for presentation on bundled customer bills.  
 † Pursuant to D.23-02-014, disbursement of the April 2023 residential Climate Credit shall begin by March 1, 2023.

(Continued)

Advice	7009-E	Issued by	Submitted	<u>August 25, 2023</u>
Decision		<b>Meredith Allen</b>	Effective	<u>September 1, 2023</u>
		Vice President, Regulatory Affairs	Resolution	





**Pacific Gas and Electric Company**

San Francisco, California

Cancelling Revised

Revised Revised

Cal. P.U.C. Sheet No. 54734-E  
Cal. P.U.C. Sheet No. 53424-E

54734-E  
53424-E

**ELECTRIC SCHEDULE D-CARE** Sheet 1  
**LINE-ITEM DISCOUNT FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE)**  
**CUSTOMERS**

**APPLICABILITY:** This schedule is applicable to single-phase and polyphase residential service in single-family dwellings and in flats and apartments separately metered by PG&E and domestic submetered tenants residing in multifamily accommodations, mobilehome parks and to qualifying recreational vehicle parks and marinas and to farm service on the premises operated by the person whose residence is supplied through the same meter, where the applicant qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Electric Rule 19.1. CARE service is available on Schedules E-1, E-8, E-TOU-B, E-TOU-C, E-TOU-D, EV2, E-ELEC, EM, ES, ESR, ET and EM-TOU. (T)

**TERRITORY:** This rate schedule applies everywhere PG&E provides electric service.

**RATES:** Customers taking service on this rate schedule whose otherwise applicable rate schedule has no Delivery Minimum Bill Amount (Schedule E-ELEC) will receive a CARE percentage discount of 35.000% on their total bundled charges (except for the California Climate Credit, which will not be discounted). Customers taking service on this rate schedule whose otherwise applicable rate schedule has a Delivery Minimum Bill Amount (all other schedules) will receive a CARE percentage discount ("A" or "C" below) on their total bundled charges on their otherwise applicable rate schedule (except for the California Climate Credit, which will not be discounted) and also will receive a percentage discount ("B" or "D" below) on the delivery minimum bill amount, if applicable. The CARE discount will be calculated for direct access and community choice aggregation customers based on the total charges as if they were subject to bundled service rates. Discounts will be applied as a residual reduction to distribution charges, after D-CARE customers are exempted from the Wildfire Fund Charge, Recovery Bond Charge, Recovery Bond Credit, and the CARE surcharge portion of the public purpose program charge used to fund the CARE discount. These conditions also apply to master-metered customers and to qualified sub-metered tenants where the master-meter customer is jointly served under PG&E's Rate Schedule D-CARE and either Schedule EM, ES, ESR, ET, or EM-TOU. (N)  
 |  
 |  
 (N)  
 (T)  
 |  
 (T)  
 (T)

For master-metered customers where one or more of the submetered tenants qualifies for CARE rates under the eligibility and certification criteria set forth in Rule 19.1, 19.2, or 19.3, the CARE discount is equal to a percentage ("C" below) of the total bundled charges, multiplied by the number of CARE units divided by the total number of units. In addition, master-metered customers eligible for D-CARE will receive a percentage discount ("D" below) on the delivery minimum bill amount, if applicable.

It is the responsibility of the master-metered customer to advise PG&E within 15 days following any change in the number of dwelling units and/or any decrease in the number of qualifying CARE applicants that results when such applicants move out of their submetered or non-submetered dwelling unit, or submetered permanent-residence RV or permanent-residence boat.

(L)  
 |  
 (L)

(Continued)





Cancelling Revised Cal. P.U.C. Sheet No. 56208-E  
 Revised Cal. P.U.C. Sheet No. 56020-E

**ELECTRIC SCHEDULE D-CARE** Sheet 2  
 LINE-ITEM DISCOUNT FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE)  
 CUSTOMERS

RATES: (Cont'd)	A. D-CARE Discount:	34.965	%	(Percent)	(I)
	B. Delivery Minimum Bill Discount:	50.000	%	(Percent)	
	C. Master-Meter D-CARE Discount:	34.965	%	(Percent)	(I)
	D. Master-Meter Delivery Minimum Bill Discount:	50.000	%	(Percent)	

**SPECIAL CONDITIONS:**

1. **OTHERWISE APPLICABLE SCHEDULE:** The Special Conditions of the Customer's otherwise applicable rate schedule will apply to this schedule.
  
2. **ELIGIBILITY:** To be eligible to receive D-CARE the applicant must qualify under the criteria set forth in PG&E's Electric Rules 19.1, 19.2, and 19.3 and meet the certification requirements thereof to the satisfaction of PG&E. Qualifying Direct Access, Community Choice Aggregation Service, and Transitional Bundled Service customers are also eligible to take service on Schedule D-CARE. Applicants may qualify for D-CARE at their primary residence only. Customers or sub-metered tenants participating in the Family Electric Rate Assistance (FERA) program cannot concurrently participate in the CARE program.

Advice Decision	6968-E	Issued by <b>Meredith Allen</b> Vice President, Regulatory Affairs	Submitted Effective Resolution	<u>June 23, 2023</u> <u>July 1, 2023</u> _____
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### 7.2.2 Southern California Edison

The following pages provide details on the SCE electricity tariffs applied in this study. Table 31 describes the baseline territories that were assumed for each climate zone. A net surplus compensation rate of \$ 0.06030/ kWh was applied to any net annual electricity generation based on a one-year average of the rates between December 2022 and November 2023.

**Table 31: SCE Baseline Territory by Climate Zone**

Climate Zone	Baseline Territory
CZ06	6
CZ08	8
CZ09	9
CZ10	10
CZ14	14
CZ15	15

Summer Daily Allocations (June through September)

Baseline Region Number	Daily kWh Allocation	All-Electric Allocation
5	17.2	17.9
6	11.4	8.8
8	12.6	9.8
9	16.5	12.4
10	18.9	15.8
13	22.0	24.6
14	18.7	18.3
15	46.4	24.1
16	14.4	13.5

Winter Daily Allocations (October through May)

Baseline Region Number	Daily kWh Allocation	All-Electric Allocation
5	18.7	29.1
6	11.3	13.0
8	10.6	12.7
9	12.3	14.3
10	12.5	17.0
13	12.6	24.3
14	12.0	21.3
15	9.9	18.2
16	12.6	23.1

Schedule TOU-D  
 TIME-OF-USE  
 DOMESTIC  
 (Continued)

Sheet 12 (T)

**SPECIAL CONDITIONS**

- Applicable rate time periods are defined as follows:

Option 4-9 PM, Option 4-9 PM-CPP, Option PRIME, Option PRIME-CPP :

(T)

TOU Period	Weekdays		Weekends and Holidays	
	Summer	Winter	Summer	Winter
On-Peak	4 p.m. - 9 p.m.	N/A	N/A	N/A
Mid-Peak	N/A	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.
Off-Peak	All other hours	9 p.m. - 8 a.m.	All other hours	9 p.m. - 8 a.m.
Super-Off-Peak	N/A	8 a.m. - 4 p.m.	N/A	8 a.m. - 4 p.m.
CPP Event Period	4 p.m. - 9 p.m.	4 p.m. - 9 p.m.	N/A	N/A



Southern California Edison  
 Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 85111-E  
 Cancelling Revised Cal. PUC Sheet No. 74502-E

**Schedule TOU-D** Sheet 2  
**TIME-OF-USE**  
**DOMESTIC**  
 (Continued)

**RATES**

Customers receiving service under this Schedule will be charged the applicable rates under Option 4-9 PM, Option 4-9 PM-CPP, Option 5-8 PM, Option 5-8 PM-CPP, Option PRIME, Option PRIME-CPP Option A, Option A-CPP, Option B, or Option B-CPP, as listed below. CPP Event Charges will apply to all energy usage during CPP Event Energy Charge periods and CPP Non-Event Energy Credits will apply as a reduction on CPP Non-Event Energy Credit Periods during Summer Season days, 4:00 p.m. to 9:00 p.m., as described in Special Conditions 1 and 3, below:

	Delivery Service Total <sup>1</sup>	Generation <sup>2</sup>	
		UG <sup>3</sup>	DWREC <sup>3</sup>
<b>Option 4-9 PM / Option 4-9 PM-CPP</b>			
Energy Charge - \$/kWh			
Summer Season - On-Peak	0.28829 (R)	0.28543 (I)	0.00000
Mid-Peak	0.28829 (R)	0.17707 (I)	0.00000
Off-Peak	0.24482 (R)	0.11382 (I)	0.00000
Winter Season - Mid-Peak	0.28829 (R)	0.21752 (I)	0.00000
Off-Peak	0.24482 (R)	0.13851 (I)	0.00000
Super-Off-Peak	0.22919 (R)	0.11890 (I)	0.00000
Baseline Credit <sup>4</sup> - \$/kWh	(0.09759) (I)	0.00000	
Fixed Recovery Charge - \$/kWh	0.00090 (R)		
Basic Charge - \$/day			
Single-Family Residence	0.031		
Multi-Family Residence	0.024		
Minimum Charge <sup>2</sup> - \$/day			
Single Family Residence	0.346		
Multi-Family Residence	0.346		
Minimum Charge (Medical Baseline) <sup>2</sup> - \$/day			
Single Family Residence	0.173		
Multi-Family Residence	0.173		
California Climate Credit <sup>10</sup>	(71.00) (I)		
California Alternate Rates for Energy Discount - %	100.00 <sup>*</sup>		
Family Electric Rate Assistance Discou	100.00		
<b>Option 4-9 PM-CPP</b>			
CPP Event Energy Charge - \$/kWh		0.80000	
Summer CPP Non-Event Credit			(0.15170)
On-Peak Energy Credit - \$/kWh			
Maximum Available Credit - \$/kWh <sup>4</sup>			
Summer Season			(0.67183) (R)

\* Represents 100% of the discount percentage as shown in the applicable Special Condition of this Schedule.  
 \*\* The Minimum Charge is applicable when the Delivery Service Energy Charge, plus the applicable Basic Charge is less than the Minimum Charge.  
 \*\*\* The ongoing Competition Transition Charge CTC of (\$0.00003) per kWh is recovered in the UG component of Generation. (I)  
 \*\*\*\* The Baseline Credit applies up to 100% of the Baseline Allocation, regardless of Time-of-Use time period. Additional Baseline Allocations apply for Customers with Heat Pump Water Heaters served under this Option. The Baseline Allocations are set forth in Preliminary Statement, Part H.  
 \*\*\*\*\* The Maximum Available Credit is the capped credit amount for CPP Customers dual participating in other demand response programs.  
 1 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.  
 2 Generation = The Gen rates are applicable only to Bundled Service Customers. See Special Condition below for PCIA recovery.  
 3 DWREC = Department of Water Resources (DWR) Energy Credit - For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.  
 4 Applied on an equal basis, per household, semi-annually. See the Special Conditions of this Schedule for more information.

(Continued)

(To be inserted by utility)  
 Advice 4929-E  
 Decision \_\_\_\_\_  
 2H13

Issued by  
Michael Backstrom  
 Vice President

(To be inserted by Cal. PUC)  
 Date Submitted Dec 28, 2022  
 Effective Jan 1, 2023  
 Resolution E-5217



Southern California Edison  
 Rosemead, California (U 338-E)

Cancelling  
 Revised

Revised  
 Revised

Cal. PUC Sheet No. 86132-E  
 Cal. PUC Sheet No. 85624-E

Schedule TOU-D  
 TIME-OF-USE  
 DOMESTIC  
 (Continued)

Sheet 6

RATES (Continued)

	Delivery Service Total <sup>1</sup>	Generation <sup>2</sup>	
		UG**	DWREC <sup>3</sup>
<b>Option PRIME / Option PRIME-CPP</b>			
Energy Charge - \$/kWh/Meter/Day			
Summer Season			
On-Peak	0.22789 (I)	0.42769 (I)	0.00000
Mid-Peak	0.22789 (I)	0.15221 (I)	0.00000
Off-Peak	0.15191 (I)	0.10162 (I)	0.00000
Winter Season			
Mid-Peak	0.23353 (I)	0.36028 (I)	0.00000
Off-Peak	0.14530 (I)	0.08630 (I)	0.00000
Super-Off-Peak	0.14530 (I)	0.08630 (I)	0.00000
Fixed Recovery Charge - \$/kWh	0.00260 (I)		
Basic Charge - \$/Meter/Day	0.427 (I)		
EV Meter Credit (Separately Metered E	(0.323) (N)		
EV Submeter Credit - \$/Meter/Day	(0.111) (R)		
California Climate Credit <sup>10</sup>	(71.00)		
California Alternate Rates for Energy Discount - %	100.00*		
Family Electric Rate Assistance Discou	100.00		
Medical Line Item Discount - %	100.000		
<b>Option PRIME-CPP</b>			
CPP Event Energy Charge - \$/kWh		0.80000	
Summer CPP Non-Event Credit			
On-Peak Energy Credit - \$/kWh		(0.15170)	
Maximum Available Credit - \$/kWh**** Summer Season		(0.71812) (R)	

\* Represents 100% of the discount percentage as shown in the applicable Special Condition of this Schedule.  
 \*\* The ongoing Competition Transition Charge (CTC) of (\$0.00003) per kWh is recovered in the UG component of Generation.  
 \*\*\*\* The Maximum Available Credit is the capped credit amount for CPP Customers dual participating in other demand response programs.  
 1 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.  
 2 Generation = The Gen rates are applicable only to Bundled Service Customers. See Special Condition below for PCIA recovery.  
 3 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.  
 4 Applied on an equal basis, per household, semi-annually. See the Special Conditions of this Schedule for more information.

(Continued)

(To be inserted by utility)  
 Advice 5041-E  
 Decision \_\_\_\_\_

Issued by  
Michael Backstrom  
 Vice President

(To be inserted by Cal. PUC)  
 Date Submitted May 30, 2023  
 Effective Jun 1, 2023  
 Resolution \_\_\_\_\_

6/19



Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 85618-E  
Cancelling Revised Cal. PUC Sheet No. 85109-E

Schedule D-CARE Sheet 1  
CALIFORNIA ALTERNATE RATES FOR ENERGY  
DOMESTIC SERVICE

APPLICABILITY

Applicable to domestic service to CARE households residing in a permanent Single-Family Accommodation or Multifamily Accommodation where the customer meets all the Special Conditions of this Schedule. Customers enrolled in the CARE program are not eligible for the Family Electric Rate Assistance (FERA) program.

Pursuant to Special Condition 12 herein, customers receiving service under this Schedule are eligible to receive the California Climate Credit as shown in the Rates section below.

TERRITORY

Within the entire territory served.

RATES

The applicable charges set forth in Schedule D shall apply to Customers served under this Schedule.

CARE Discount:

A 29.8 percent discount is applied to a CARE Customer's bill prior to the application of the Public Utilities Commission Reimbursement Fee (PUCRF) and any applicable user fees, taxes, and late payment charges. CARE Customers are required to pay the PUCRF and any applicable user fees, taxes, and late payment charges in full. In addition, CARE Customers are exempt from paying the CARE Surcharge of \$0.00888 per kWh and the Wildfire Fund Non-Bypassable Charge of \$0.00530 per kWh. (R) The 29.8 percent discount, in addition to these exemptions result in an average effective CARE Discount of 32.5 percent.

(Continued)

(To be inserted by utility)  
 Advice 4977-E  
 Decision 23-01-002  
1H12 22-12-031

Issued by  
Michael Backstrom  
Vice President

(To be inserted by Cal. PUC)  
 Date Submitted Feb 27, 2023  
 Effective Mar 1, 2023  
 Resolution \_\_\_\_\_

### 7.2.3 Southern California Gas

Following are the SoCalGas natural gas tariffs applied in this study. Table 32 describes the baseline territories that were assumed for each climate zone.

**Table 32: SoCalGas Baseline Territory by Climate Zone**

Climate Zone	Baseline Territory
CZ05	2
CZ06	1
CZ08	1
CZ09	1
CZ10	1
CZ14	2
CZ15	1

The SoCalGas monthly gas rate in \$/therm was applied on a monthly basis according to the rates shown in Table 33. These rates are based on applying a normalization curve to the November 2023 tariff based on ten years of historical gas data. Long-term historical natural gas rate data was only available for SoCalGas' procurement charges.<sup>23</sup> The baseline and excess transmission charges were found to be consistent over the course of a year and applied for the entire year based on 2023 rates. CARE rates reflect the 20 percent discount per the GR tariff.

**Table 33: SoCalGas Monthly Gas Rate (\$/therm)**

Month	Procurement Charge	Transportation Charge		Total Charge	
		Baseline	Excess	Baseline	Excess
January	\$0.72	\$0.86	\$1.31	\$1.92	\$2.36
February	\$0.50	\$0.86	\$1.31	\$1.57	\$2.02
March	\$0.44	\$0.86	\$1.31	\$1.48	\$1.93
April	\$0.39	\$0.86	\$1.31	\$1.39	\$1.84
May	\$0.41	\$0.86	\$1.31	\$1.43	\$1.87
June	\$0.46	\$0.86	\$1.31	\$1.49	\$1.93
July	\$0.47	\$0.86	\$1.31	\$1.51	\$1.96
August	\$0.51	\$0.86	\$1.31	\$1.58	\$2.03
September	\$0.46	\$0.86	\$1.31	\$1.52	\$1.96
October	\$0.45	\$0.86	\$1.31	\$1.48	\$1.92
November	\$0.48	\$0.86	\$1.31	\$1.54	\$1.99
December	\$0.57	\$0.86	\$1.31	\$1.63	\$2.08

Southern California Gas Company									
Residential Rates									
Nov-23									
Customer Type	Commodity	Rate	Procurement Charge	Transportation Charge	New Rate Effective	New Rate Effective	Absolute Rate	% Change	
Rate Schedule	Charge	Type	¢/therm	¢/therm	11/1/2023	10/1/2023	Change	Change	
Residential Individually Metered									
Schedule No. GR	GR	Baseline	67.806	86.490	154.296	125.096	29.200	23.3%	
Res. Service	GR	Non Baseline	67.806	131.037	198.843	169.726	29.117	17.2%	
	GT-R	Baseline	00.000	86.490	86.490	87.038	-00.548	-0.6%	
	GT-R	Non Baseline	00.000	131.037	131.037	131.668	-00.631	-0.5%	

<sup>23</sup> The SoCalGas procurement and transmission charges were obtained from the following site: <https://www.socalgas.com/for-your-business/energy-market-services/gas-prices RES2023.xlsx> (live.com)

### 7.2.4 San Diego Gas & Electric

Following are the SDG&E electricity and natural gas tariffs applied in this study. Table 34 describes the baseline territories that were assumed for each climate zone. A net surplus compensation rate of \$0.04542/ kWh was applied to any net annual electricity generation based on a one-year average of the rates between December 2022 and November 2023.

**Table 34: SDG&E Baseline Territory by Climate Zone**

Climate Zone	Baseline Territory
CZ07	Coastal
CZ10	Inland
CZ14	Mountain

The SDG&E monthly gas rate in \$/therm was applied on a monthly basis according to the rates shown in Table 35. These rates are based on applying a normalization curve to the November 2023 tariff based on ten years of historical gas data. CARE rates reflect the 20 percent discount per the G-CARE tariff.

**Table 35: SDG&E Monthly Gas Rate (\$/therm)**

Month	Total Charge	
	Baseline	Excess
January	\$2.34	\$2.63
February	\$2.28	\$2.57
March	\$2.21	\$2.51
April	\$2.14	\$2.45
May	\$2.18	\$2.48
June	\$2.23	\$2.55
July	\$2.26	\$2.57
August	\$2.32	\$2.62
September	\$2.26	\$2.59
October	\$2.21	\$2.55
November	\$2.24	\$2.57
December	\$2.38	\$2.70

**Baseline Usage:** The following quantities of gas used in individually metered residences are to be billed at the baseline rates:

<u>All Customers:</u>	<u>Daily Therm Allowance</u>
Summer (May to Oct)	0.359
Winter On-Peak (Dec, Jan & Feb)	1.233
Winter Off-Peak (Nov, Mar, & Apr)	0.692





San Diego Gas & Electric Company  
 San Diego, California

Revised Cal. P.U.C. Sheet No. 37022-E  
 Canceling Revised Cal. P.U.C. Sheet No. 36337-E

**SCHEDULE TOU-DR1**  
**RESIDENTIAL TIME-OF-USE**

Sheet 2

**RATES**

**Total Rates:**

Description – TOU DR1	UDC Total Rate	DWR BC + WF-NBC	EECC Rate + DWR Credit	Total Rate
<b>Summer:</b>				
On-Peak	0.25752	R 0.00530	I 0.57043	I 0.83325
Off-Peak	0.25752	R 0.00530	I 0.25697	I 0.51979
Super Off-Peak	0.25752	R 0.00530	I 0.09233	I 0.35515
<b>Winter:</b>				
On-Peak	0.43809	I 0.00530	I 0.19307	I 0.63646
Off-Peak	0.43809	I 0.00530	I 0.10855	I 0.55194
Super Off-Peak	0.43809	I 0.00530	I 0.08402	I 0.52741
Summer Baseline Adjustment Credit up to 130% of Baseline	(0.11724)	R		(0.11724) R
Winter Baseline Adjustment Credit up to 130% of Baseline	(0.11724)	R		(0.11724) R
Minimum Bill (\$/day)	0.380	I		0.380 I

Description – TOU DR1-CARE	UDC Total Rate	DWR BC + WF-NBC	EECC Rate + DWR Credit	Total Rate	Total Effective Care Rate
<b>Summer – CARE Rates:</b>					
On-Peak	0.25682	R 0.00000	I 0.57043	I 0.82725	I 0.55366
Off-Peak	0.25682	R 0.00000	I 0.25697	I 0.51379	I 0.33965
Super Off-Peak	0.25682	R 0.00000	I 0.09233	I 0.34915	I 0.22725
<b>Winter – CARE Rates:</b>					
On-Peak	0.43739	I 0.00000	I 0.19307	I 0.63046	I 0.41930
Off-Peak	0.43739	I 0.00000	I 0.10855	I 0.54594	I 0.36160
Super Off-Peak	0.43739	I 0.00000	I 0.08402	I 0.52141	I 0.34485
Summer Baseline Adjustment Credit up to 130% of Baseline	(0.11724)	R		(0.11724) R	(0.08004) R
Winter Baseline Adjustment Credit up to 130% of Baseline	(0.11724)	R		(0.11724) R	(0.08004) R
Minimum Bill (\$/day)	0.190	I		0.190 I	0.190 I

**Note:**

- Total Rates consist of UDC, Schedule DWR-BC (Department of Water Resources Bond Charge), Schedule WF-NBC (CA Wildfire Fund charge) and Schedule EECC (Electric Energy Commodity Cost) rates, with the EECC rates reflecting a DWR Credit. EECC rates are applicable to bundled customers only. See Special Condition 16 for PCIA (Power Charge Indifference Adjustment) recovery.
- Total Rates presented are for customers that receive commodity supply and delivery service from Utility.
- DWR-BC and WF-NBC charges do not apply to CARE customers.
- As identified in the rates tables, customer bills will also include line-item summer and winter credits for usage up to 130% of baseline to provide the rate capping benefits adopted by Assembly Bill 1X and Senate Bill 695.
- WF-NBC rate is 0.00530 + DWR-BC Bond Charge is 0.00000 .

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(Continued)

2C8

Advice Ltr. No. 4129-E

Decision No.

Issued by  
**Dan Skopec**  
 Senior Vice President  
 Regulatory Affairs

Submitted Dec 30, 2022

Effective Jan 1, 2023

Resolution No. E-5217



Time Periods

All time periods listed are applicable to local time. The definition of time will be based upon the date service is rendered.

TOU Periods – Weekdays	Summer	Winter
On-Peak	4:00 p.m. – 9:00 p.m.	4:00 p.m. – 9:00 p.m.
Off-Peak	6:00 a.m. – 4:00 p.m.; 9:00 p.m. - midnight	6:00 a.m. – 4:00 p.m. Excluding 10:00 a.m. – 2:00 p.m. in March and April; 9:00 p.m. - midnight
Super Off-Peak	Midnight – 6:00 a.m.	Midnight – 6:00 a.m. 10:00 a.m. – 2:00 p.m. in March and April
TOU Period – Weekends and Holidays	Summer	Winter
On-Peak	4:00 p.m. – 9:00 p.m.	4:00 p.m. – 9:00 p.m.
Off-Peak	2:00 p.m. – 4:00 p.m.; 9:00 p.m. - midnight	2:00 p.m. – 4:00 p.m.; 9:00 p.m. - midnight
Super Off-Peak	Midnight – 2:00 p.m.	Midnight – 2:00 p.m.

Seasons:        Summer        June 1 – October 31  
                   Winter         November 1 – May 31

15. Baseline Usage: The following quantities of electricity are used to calculate the baseline adjustment credit.

	Baseline Allowance For Climatic Zones*			
	Coastal	Inland	Mountain	Desert
<b>Basic Allowance</b>				
Summer (June 1 to October 31)	9.0	10.4	13.6	15.9
Winter (November 1 to May 31)	9.2	9.6	12.9	10.9
<b>All Electric**</b>				
Summer (June 1 to October 31)	6.0	8.7	15.2	17.0
Winter (November 1 to May 31)	8.8	12.2	22.1	17.1

\* Climatic Zones are shown on the Territory Served, Map No. 1.

\*\* All Electric allowances are available upon application to those customers who have permanently installed space heating or who have electric water heating and receive no energy from another source.



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 37217-E

Canceling Revised Cal. P.U.C. Sheet No. 37016-E

**SCHEDULE EV-TOU-5**

Sheet 1

COST-BASED DOMESTIC TIME-OF-USE FOR HOUSEHOLDS WITH ELECTRIC VEHICLES

APPLICABILITY

Service under this schedule is specifically limited to customers who require service for charging of a currently registered Motor Vehicle, as defined by the California Motor Vehicle Code, which is: 1) a battery electric vehicle (BEV) or plug-in hybrid electric vehicle (PHEV) recharged via a recharging outlet at the customer's premises; or 2) a natural gas vehicle (NGV) refueled via a home refueling appliance (HRA) at the customer's premises. This schedule is not available to customers with a conventional charge sustaining (battery recharged solely from the vehicle's on-board generator) hybrid electric vehicle (HEV).

Residential customers taking service on Schedule NBT, who are required to utilize EV-TOU-5 as their otherwise applicable schedule (OAS) for electric service, do not require a qualifying motor vehicle, as described above to participate on Schedule EV-TOU-5.

N  
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N

Customers on this schedule may also qualify for a semi-annual California Climate Credit \$(60.70) per Schedule GHG-ARR.

TERRITORY

Within the entire territory served by the utility.

RATES

**Total Rates:**

Description – EV-TOU-5 Rates	UDC Total Rate	DWR BC + WF-NBC	EECC Rate + DWR Credit	Total Rate
Basic Service Fee	16.00			16.00
<b>Summer</b>				
On-Peak	0.28032	I 0.00530	I 0.53067	0.81629
Off-Peak	0.28032	I 0.00530	I 0.19567	0.48129
Super Off-Peak	0.05588	I 0.00530	I 0.09233	0.15351
<b>Winter</b>				
On-Peak	0.28032	I 0.00530	I 0.22587	0.51149
Off-Peak	0.28032	I 0.00530	I 0.16213	0.44775
Super Off-Peak	0.05588	I 0.00530	I 0.08402	0.14520

(Continued)

1C5

Issued by

Submitted

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Effective

Mar 1, 2023

Decision No. D.22-12-056

Resolution No.



San Diego Gas & Electric Company  
 San Diego, California

Revised Cal. P.U.C. Sheet No. 37019-E

Canceling Revised Cal. P.U.C. Sheet No. 35912-E

**SCHEDULE EV-TOU-5**

Sheet 4

**COST-BASED DOMESTIC TIME-OF-USE FOR HOUSEHOLDS WITH ELECTRIC VEHICLES**

Notes: Transmission Energy charges include the Transmission Revenue Balancing Account Adjustment (TRBAA) of \$(0.00242) per kWh and the Transmission Access Charge Balancing Account Adjustment (TACBAA) of \$(0.01631) per kWh. PPP Energy charges includes Low Income PPP rate (LI-PPP) \$0.01669/kWh, Non-low Income PPP rate (Non-LI-PPP) \$0.00333/kWh (pursuant to PU Code Section 399.8, the Non-LI-PPP rate may not exceed January 1, 2000 levels), Procurement Energy Efficiency Surcharge Rate of \$0.00422 /kWh, California Solar Initiative rate (CSI) of \$0.00000/kWh and Self-Generation Incentive Program rate (SGIP) \$0.00122/kWh. The basic service fee of \$16 per month is applied to a customer's bill and a 50% discount is applied for CARE, Medical Baseline, or Family Electric Rate Assistance Program (FERA) customers resulting in their basic service fees to be \$8 per month.

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Rate Components

The Utility Distribution Company Total Rates (UDC Total) shown above are comprised of the following components (if applicable): (1) Transmission (Trans) Charges, (2) Distribution (Distr) Charges, (3) Public Purpose Program (PPP) Charges, (4) Nuclear Decommissioning (ND) Charge, (5) Ongoing Competition Transition Charges (CTC), (6) Local Generation Charge (LGC), (7) Reliability Services (RS), and (8) the Total Rate Adjustment Component (TRAC).

Certain Direct Access customers are exempt from the TRAC, as defined in Rule 1 – Definitions.

Franchise Fee Differential

A Franchise Fee Differential of 5.78% will be applied to the monthly billings calculated under this schedule for all customers within the corporate limits of the City of San Diego. Such Franchise Fee Differential shall be so indicated and added as a separate item to bills rendered to such customers.

Time Periods:

All time periods listed are applicable to actual "clock" time)

TOU Period – Weekdays	Summer	Winter
On-Peak	4:00 p.m. – 9:00 p.m.	4:00 p.m. – 9:00 p.m.
Off-Peak	6:00 a.m. – 4:00 p.m.; 9:00 p.m. – midnight	6:00 a.m. – 4:00 p.m. Excluding 10:00 a.m.–2:00 p.m. in March and April; 9:00 p.m. - midnight
Super-Off-Peak	Midnight – 6:00 a.m.	Midnight – 6:00 a.m. 10:00 a.m. – 2:00 p.m. in March and April

TOU Period – Weekends and Holidays	Summer	Winter
On-Peak	4:00 p.m. – 9:00 p.m.	4:00 p.m. – 9:00 p.m.
Off-Peak	2:00 p.m. – 4:00 p.m.; 9:00 p.m. – midnight	2:00 p.m. – 4:00 p.m. 9:00 p.m. - midnight
Super-Off-Peak	Midnight – 2:00 p.m.	Midnight – 2:00 p.m.

Seasons:

Summer June 1 – October 31  
 Winter November 1 – May 31

(Continued)

4C8  
 Advice Ltr. No. 4129-E  
 Decision No. \_\_\_\_\_

Issued by  
**Dan Skopec**  
 Senior Vice President  
 Regulatory Affairs

Submitted Dec 30, 2022  
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San Diego Gas & Electric Company  
 San Diego, California

Revised Cal. P.U.C. Sheet No. 35718-E  
 Canceling Revised Cal. P.U.C. Sheet No. 32576-E

**SCHEDULE E-CARE**

Sheet 1

CALIFORNIA ALTERNATE RATES FOR ENERGY

APPLICABILITY

This schedule provides a California Alternate Rates for Energy (CARE) discount to each of the following types of customers listed below that meet the requirements for CARE eligibility as defined in Rule 1, Definitions, and herein, and is taken in conjunction with the customer's otherwise applicable service schedule.

- 1) Customers residing in a permanent single-family accommodation, separately metered by the Utility.
- 2) Multi-family dwelling units and mobile home parks supplied through one meter on a single premises where the individual unit is submetered.
- 3) Non-profit group living facilities.
- 4) Agricultural employee housing facilities.

TERRITORY

Within the entire territory served by the Utility.

DISCOUNT

- 1) **Residential CARE:** Qualified residential CARE customers will receive a total effective discount according to the following:

	2015	2016	2017	2018	2019	2020 and beyond
<b>Effective Discount</b>	40%	39%	38%	38%	36% R	35%

Pursuant to Commission Decision (D.) 15-07-001, the average effective CARE discount for residential customers will decrease 1% each year until an average effective discount of 35% is reached in 2020.

The average effective CARE discount consists of: (a) exemptions from paying the CARE Surcharge, Department of Water Resources Bond Charge (DWR-BC), Vehicle-Grid Integration (VGI) costs, and California Solar Initiative (CSI); (b) a 50% minimum bill relative to Non-CARE; (c) the California Wildfire Fund Charge (WF-NBC) and (d) a separate line-item bill discount for all qualified residential CARE customers with the exclusion of CARE Medical Baseline customers taking service on tiered rates schedules. D.15-07-001 retained the rate subsidies in Non-CARE Medical Baseline tiered rates and thereby a separate line-item discount is provided for these CARE Medical Baseline customers

(Continued)

1C5  
 Advice Ltr. No. 3928-E

Issued by  
**Dan Skopec**  
 Vice President

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 Effective Jan 1, 2022

### 7.2.5 City of Palo Alto Utilities

Following are the CPAU electricity and natural gas tariffs applied in this study. The CPAU monthly gas rate in \$/therm was applied on a monthly basis according to the rates shown in Table 36. These rates are based on applying a normalization curve to the October 2023 tariff based on seven years of historical gas data. The monthly service charge applied was \$14.01 per month per the November 2023 G-1 tariff.

**Table 36: CPAU Monthly Gas Rate (\$/therm)**

Month	G1 Volumetric Total Baseline	G1 Volumetric Total Excess
January	\$1.83532	\$3.35639
February	\$1.38055	\$2.59947
March	\$1.32506	\$2.47695
April	\$1.29680	\$2.44038
May	\$1.29511	\$2.43804
June	\$1.32034	\$2.45406
July	\$1.35688	\$2.61519
August	\$1.40696	\$2.67944
September	\$1.42130	\$2.70301
October	\$1.42310	\$2.48300
November	\$1.46286	\$2.45547
December	\$1.62415	\$2.62128

**RESIDENTIAL ELECTRIC SERVICE**

UTILITY RATE SCHEDULE E-1

**A. APPLICABILITY:**

This Rate Schedule applies to separately metered single-family residential dwellings receiving Electric Service from the City of Palo Alto Utilities.

**B. TERRITORY:**

This rate schedule applies everywhere the City of Palo Alto provides Electric Service.

**C. UNBUNDLED RATES:**

<u>Per kilowatt-hour (kWh)</u>	<u>Commodity</u>	<u>Distribution</u>	<u>Public Benefits</u>	<u>Total</u>
Tier 1 usage	\$ 0.09999	\$ 0.06954	\$ 0.00568	\$ 0.17521
Tier 2 usage Any usage over Tier 1	0.13873	0.10225	0.00568	0.24666
<u>Minimum Bill (\$/day)</u>				0.4181

**D. SPECIAL NOTES:**

**1. Calculation of Cost Components**

The actual bill amount is calculated based on the applicable rates in Section C above and adjusted for any applicable discounts, surcharges and/or taxes. On a Customer’s bill statement, the bill amount may be broken down into appropriate components as calculated under Section C.

**2. Calculation of Usage Tiers**

Tier 1 Electricity usage shall be calculated and billed based upon a level of 11 kWh per day, prorated by Meter reading days of Service. As an example, for a 30-day bill, the Tier 1 level would be 330 kWh. For further discussion of bill calculation and proration, refer to Rule and Regulation 11.

*{End}*

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**CITY OF PALO ALTO UTILITIES**

Issued by the City Council



Supersedes Sheet No E-1-1  
 dated 7-1-2022

Sheet No E-1-1  
 Effective 7-1-2023



## 7.2.6 Sacramento Municipal Utilities District (Electric Only)

Following are the SMUD electricity tariffs applied in this study. The rates effective January 2023 were used.

### Residential Time-of-Day Service Rate Schedule R-TOD

#### II. Firm Service Rates

##### A. Time-of-Day (5-8 p.m.) Rate

	Effective as of January 1, 2023	Effective as of January 1, 2024	Effective as of May 1, 2024	Effective as of January 1, 2025	Effective as of May 1, 2025
<b>Time-of-Day (5-8 p.m.) Rate (RT02)</b>					
<b>Non-Summer Season (October - May)</b>					
System Infrastructure Fixed Charge <i>per month per meter</i>	\$23.50	\$24.15	\$24.80	\$25.50	\$26.20
Electricity Usage Charge					
Peak \$/kWh	\$0.1547	\$0.1590	\$0.1633	\$0.1678	\$0.1724
Off-Peak \$/kWh	\$0.1120	\$0.1151	\$0.1183	\$0.1215	\$0.1248
<b>Summer Season (June - September)</b>					
System Infrastructure Fixed Charge <i>per month per meter</i>	\$23.50	\$24.15	\$24.80	\$25.50	\$26.20
Electricity Usage Charge					
Peak \$/kWh	\$0.3279	\$0.3369	\$0.3462	\$0.3557	\$0.3655
Mid-Peak \$/kWh	\$0.1864	\$0.1914	\$0.1967	\$0.2021	\$0.2077
Off-Peak \$/kWh	\$0.1350	\$0.1387	\$0.1425	\$0.1464	\$0.1505

##### B. Optional Critical Peak Pricing Rate

- The CPP Rate base prices per time-of-day period are the same as the prices per time-of-day period for TOD (5-8 p.m.).
- The CPP Rate provides a discount per kWh on the Mid-Peak and Off-Peak prices during summer months.
- During CPP Events, customers will be charged for energy used at the applicable time-of-day period rate plus the CPP Rate Event Price per kWh as shown on [www.smud.org](http://www.smud.org).
- During CPP Events, energy exported to the grid will be compensated at the CPP Rate Event Price per kWh as shown on [www.smud.org](http://www.smud.org).
- The CPP Rate Event Price and discount will be updated annually at SMUD’s discretion and posted on [www.smud.org](http://www.smud.org).

##### C. Plug-In Electric Vehicle Credit (rate categories RT02 and RTC1)

This credit is for residential customers who have a licensed passenger battery electric plug-in or plug-in hybrid electric vehicle.

Credit applies to all electricity usage charges from midnight to 6:00 a.m. daily.

Electric Vehicle Credit..... **-\$0.0150/kWh**

#### III. Electricity Usage Surcharges

Refer to the following rate schedules for details on these surcharges.

A. **Hydro Generation Adjustment (HGA).** Refer to Rate Schedule HGA.

#### IV. Rate Option Menu

A. **Energy Assistance Program Rate.** Refer to Rate Schedule EAPR.

B. **Medical Equipment Discount Program.** Refer to Rate Schedule MED.

C. **Joint Participation in Medical Equipment Discount and Energy Assistance Program Rate.** Refer to Rate Schedule MED.

**A. Time-of-Day (5-8 p.m.) Rate (rate category RT02)**

1. The TOD (5-8 p.m.) Rate is the standard rate for SMUD’s residential customers. Eligible customers can elect the Fixed Rate under Rate Schedule R as an alternative rate.
2. The TOD (5-8 p.m.) Rate is an optional rate for customers who have an eligible renewable electrical generation facility under Rate Schedule NEM1 that was approved for installation by SMUD prior to January 1, 2018.
3. This rate has five kilowatt-hour (kWh) prices, depending on the time-of-day and season as shown below. Holidays are detailed in Section V. Conditions of Service.

<b>Summer (Jun 1 - Sept 30)</b>	<b>Peak</b>	Weekdays between 5:00 p.m. and 8:00 p.m.
	<b>Mid-Peak</b>	Weekdays between noon and midnight except during the Peak hours.
	<b>Off-Peak</b>	All other hours, including weekends and holidays <sup>1</sup> .
<b>Non-Summer (Oct 1 - May 31)</b>	<b>Peak</b>	Weekdays between 5:00 p.m. and 8:00 p.m.
	<b>Off-Peak</b>	All other hours, including weekends and holidays <sup>1</sup> .

<sup>1</sup> See Section V. Conditions of Service



### 7.2.7 Fuel Escalation Assumptions

The average annual escalation rates in Table 37 were used in this study. These are based on assumptions from the CPUC 2021 En Banc hearings on utility costs through 2030 (California Public Utilities Commission, 2021a). Escalation rates through the remainder of the 30-year evaluation period are based on the escalation rate assumptions within the 2022 TDV factors. No data was available to estimate electricity escalation rates for CPAU and SMUD, therefore electricity escalation rates for PG&E and statewide natural gas escalation rates were applied. Table 38 presents the average annual escalation rates used in the utility rate escalation sensitivity analysis shown in Section 4.6.3. Rates were applied for the same 30-year period and are based on the escalation rate assumptions within the 2025 LSC factors from 2027 through 2053.<sup>24</sup> These rates were developed for electricity use statewide (not utility-specific) and assume steep increases in gas rates in the latter half of the analysis period. Data was not available for years 2024, 2025, and 2026 and so the CPUC En Banc assumptions were applied for those years using the average rate across the three IOUs for statewide electricity escalation.

**Table 37: Real Utility Rate Escalation Rate Assumptions, CPUC En Banc and 2022 TDV Basis**

Year	Statewide Natural Gas Residential Average Rate (%/year, real)	Electric Residential Average Rate (%/year, real)		
		PG&E	SCE	SDG&E
2024	4.6%	1.8%	1.6%	2.8%
2025	4.6%	1.8%	1.6%	2.8%
2026	4.6%	1.8%	1.6%	2.8%
2027	4.6%	1.8%	1.6%	2.8%
2028	4.6%	1.8%	1.6%	2.8%
2029	4.6%	1.8%	1.6%	2.8%
2030	4.6%	1.8%	1.6%	2.8%
2031	2.0%	0.6%	0.6%	0.6%
2032	2.4%	0.6%	0.6%	0.6%
2033	2.1%	0.6%	0.6%	0.6%
2034	1.9%	0.6%	0.6%	0.6%
2035	1.9%	0.6%	0.6%	0.6%
2036	1.8%	0.6%	0.6%	0.6%
2037	1.7%	0.6%	0.6%	0.6%
2038	1.6%	0.6%	0.6%	0.6%
2039	2.1%	0.6%	0.6%	0.6%
2040	1.6%	0.6%	0.6%	0.6%
2041	2.2%	0.6%	0.6%	0.6%
2042	2.2%	0.6%	0.6%	0.6%
2043	2.3%	0.6%	0.6%	0.6%
2044	2.4%	0.6%	0.6%	0.6%
2045	2.5%	0.6%	0.6%	0.6%
2046	1.5%	0.6%	0.6%	0.6%
2047	1.3%	0.6%	0.6%	0.6%
2048	1.6%	0.6%	0.6%	0.6%
2049	1.3%	0.6%	0.6%	0.6%
2050	1.5%	0.6%	0.6%	0.6%
2051	1.8%	0.6%	0.6%	0.6%
2052	1.8%	0.6%	0.6%	0.6%
2053	1.8%	0.6%	0.6%	0.6%

<sup>24</sup> <https://www.energy.ca.gov/files/2025-energy-code-hourly-factors>. Actual escalation factors were provided by consultants E3.

**Table 38: Real Utility Rate Escalation Rate Assumptions, 2025 LSC Basis**

Year	Statewide Natural Gas Residential Average Rate (%/year, real)	Statewide Electricity Residential Average Rate (%/year, real)
2024	4.6%	2.1%
2025	4.6%	2.1%
2026	4.6%	2.1%
2027	4.2%	0.6%
2028	3.2%	1.9%
2029	3.6%	1.6%
2030	6.6%	1.3%
2031	6.7%	1.0%
2032	7.7%	1.2%
2033	8.2%	1.1%
2034	8.2%	1.1%
2035	8.2%	0.9%
2036	8.2%	1.1%
2037	8.2%	1.1%
2038	8.2%	1.0%
2039	8.2%	1.1%
2040	8.2%	1.1%
2041	8.2%	1.1%
2042	8.2%	1.1%
2043	8.2%	1.1%
2044	8.2%	1.1%
2045	8.2%	1.1%
2046	8.2%	1.1%
2047	3.1%	1.1%
2048	-0.5%	1.1%
2049	-0.6%	1.1%
2050	-0.5%	1.1%
2051	-0.6%	1.1%
2052	-0.6%	1.1%
2053	-0.6%	1.1%

### 7.3 Summary of Efficiency Measures

Table 39 provides the details of the efficiency (non-preempted) measures, by climate zone, included in the following all-electric packages for the single family prototype:

- Efficiency Only
- Efficiency + High Efficiency (Preempted) Equipment
- Efficiency + PV
- Efficiency + PV + Battery

The efficiency measures for the single family mixed fuel packages are presented in Table 40, and Table 41 presents the efficiency measures for all the ADU packages. In all tables, the lack of an “X” indicates that the prescriptive values for that climate zone were not changed. See Appendix 7.4 for a list of prescriptive values by climate zone. Efficiency measures are described in Section 3.3.1.

**Table 39: All-Electric Single Family Efficiency Measures, Various Packages**

Climate Zone	3 ACH50	R-10 Slab	Attic Ceiling Insulation	0.25 Roof Solar Reflectance	0.24 U-Factor / 0.50 SHGC Windows	0.35 W/cfm	Buried Ducts	Basic Compact Hot Water Credit
1		X	R-60				X	
2		X	R-60			X	X	X
3			R-60			X	X	X
4		X	R-60			X	X	X
5		X <sup>1</sup>	R-49			X	X	X
6			R-60			X	X	X
7			R-49				X	X
8			R-60			X	X	X
9			R-60			X	X	X
10			R-60	X		X	X	X
11		X	R-60	X		X	X	X
12		X	R-60	X		X	X	X
13		X	R-60	X		X	X	X
14	X	X	R-60	X		X	X	X
15		X	R-60	X		X	X	X
16			R-60		X	X	X	

<sup>1</sup> This measure in Climate Zone 5 was only evaluated for the Efficiency + PV + Battery package.

**Table 40: Mixed Fuel Single Family Measures, Efficiency Only & Efficiency + PV + Battery Packages**

Climate Zone	3 ACH50	R-10 Slab	Attic: EE Only	Attic: EE + PV + Bat	0.25 Roof Solar Reflectance	0.24 U-Factor / 0.50 SHGC Windows	0.30 U-Factor / 0.50 SHGC Windows	0.35 W/cfm	Buried Ducts	CDHW <sup>1</sup> : EE Only	CDHW: EE + PV + Bat
1		X	R-60 vs R-38				X		X		
2		X	R-60 vs R-38	R-49				X	X	X	X
3			R-60 vs R-30	R-38			X	EE Only	X		X
4		X	R-60 vs R-38	R-49				X	X		X
5			R-60 vs R-38	R-49				X	X	X	X
6			R-49 vs R-30	R-49				X	X	X	X
7			R-49 vs R-30	R-49					X	X	X
8			R-60 vs R-30	R-49				X	X	X	X
9			R-49 vs R-30	R-49				X	X	X	X
10			R-60 vs R-38		X			X	X	X	X
11		X	R-60 vs R-38	R-49	X			X	X	X	X
12		X	R-60 vs R-38	R-49	X			X	X	X	X
13		X	R-60 vs R-38	R-49	X			X	X		X
14	X	X	R-60 vs R-38	R-49	X			X	X		X
15		X	R-60 vs R-38	R-49	X			X	X	X	X
16			R-60 vs R-38	R-49		X		X	X		

<sup>1</sup> CDHW stands for basic Compact Domestic Hot Water credit

**Table 41: Efficiency Measures for All ADU Packages**

Climate Zone	3 ACH50	R-10 Slab	Attic <sup>1</sup>	0.25 Roof Solar Reflectance	0.24 U-Factor / 0.50 SHGC Windows	Ductless VCHP <sup>2</sup>	Basic Compact Hot Water Credit <sup>3</sup>
1		X	R-60 vs R-38			X	
2		X	R-60 vs R-38			X	X
3			R-60 vs R-30			X	X
4		X	R-60 vs R-38			X	X
5			R-60 vs R-38			X	X
6			R-60 vs R-30			X	X
7			R-60 vs R-30			X	X
8			R-60 vs R-30			X	X
9			R-60 vs R-30			X	X
10			R-60 vs R-38	X		X	X
11		X	R-60 vs R-38	X		X	X
12		X	R-60 vs R-38	X		X	X
13		X	R-60 vs R-38	X		X	X
14	X	X	R-60 vs R-38	X		X	X
15		X	R-60 vs R-38	X		X	X
16			R-60 vs R-38		X	X	

<sup>1</sup> This measure was added to all ADU packages except the Mixed Fuel Efficiency + High Efficiency Equipment package.

<sup>2</sup> The ductless VCHP measure was only applied to the all-electric packages; the mixed fuel packages instead applied 0.35 W/cfm fans in Climate Zones 2, 4-6, and 8-15.

<sup>3</sup> The compact hot water measure was only applied to the all-electric packages.

## 7.4 Summary of Applicable Prescriptive Base Case Measures

This appendix lists the prescriptive values, by climate zone, of building components relevant to the measures included in this analysis. Table 42 outlines envelope, PV, and battery values; Table 43 outlines space conditioning values, and Table 44 outlines domestic water heating (DHW) values.

**Table 42: Prescriptive Envelope, PV, and Battery Measures by Climate Zone**

CZ	Air Infiltration <sup>1</sup>	Foundation	Wall Insulation <sup>2</sup>	Attic Insulation <sup>3</sup>	Roof Aged Solar Reflectivity	Window U-Factor / SHGC	PV <sup>4</sup>	Battery
1	5 ACH50	Uninsulated slab	R-21 + R-5	R-38	0.1	0.30 / 0.35	code min.	none
2	5 ACH50	Uninsulated slab	R-21 + R-5	R-38	0.1	0.30 / 0.23	code min.	none
3	5 ACH50	Uninsulated slab	R-21 + R-5	R-30	0.1	0.30 / 0.35	code min.	none
4	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.1	0.30 / 0.23	code min.	none
5	5 ACH50	Uninsulated slab	R-21 + R-5	R-30	0.1	0.30 / 0.35	code min.	none
6	5 ACH50	Uninsulated slab	R-15 + R-4	R-30	0.1	0.30 / 0.23	code min.	none
7	5 ACH50	Uninsulated slab	R-15 + R-4	R-30	0.1	0.30 / 0.23	code min.	none
8	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.1	0.30 / 0.23	code min.	none
9	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.1	0.30 / 0.23	code min.	none
10	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.2	0.30 / 0.23	code min.	none
11	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.2	0.30 / 0.23	code min.	none
12	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.2	0.30 / 0.23	code min.	none
13	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.2	0.30 / 0.23	code min.	none
14	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.2	0.30 / 0.23	code min.	none
15	5 ACH50	Uninsulated slab	R-21 + R-5	R-38 + R-19	0.2	0.30 / 0.23	code min.	none
16	5 ACH50	R-7, 16" slab insulation	R-21 + R-5	R-38 + R-19	0.1	0.30 / 0.35	code min.	none

<sup>1</sup> 5 ACH50 is prescriptively required however verification is not required.

<sup>2</sup> Cavity wall insulation + continuous rigid insulation.

<sup>3</sup> Ceiling/attic insulation R-value. R-38 + R-19 reflect High Performance Attics (HPAs) as defined by Option B in Table 150.1-A.

<sup>4</sup> Prescriptive PV capacities (kW-DC) by climate zone are summarized in Table 4.

**Table 43: Prescriptive HVAC Measures by Climate Zone**

CZ	Heating Type	AC Type	Heating Efficiency <sup>1</sup>	HVAC Efficiency (SEER2/EER2)	HVAC Fan Efficacy (W/cfm)	Ducts <sup>2</sup>
1	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
2	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
3	Heat pump	Heat pump	7.5	14.3 / 11.7	0.45	R-6, 5%, in attic (not buried)
4	Heat pump	Heat pump	7.5	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
5	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-6, 5%, in attic (not buried)
6	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-6, 5%, in attic (not buried)
7	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-6, 5%, in attic (not buried)
8	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
9	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
10	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
11	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
12	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
13	Heat pump	Heat pump	7.5	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
14	Heat pump	Heat pump	7.5	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
15	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)
16	Gas Furnace	AC	80%	14.3 / 11.7	0.45	R-8, 5%, in attic (not buried)

<sup>1</sup> AFUE for gas furnaces, HSPF2 for heat pumps.

<sup>2</sup> Duct insulation R-value, duct leakage, duct location.

**Table 44: Prescriptive Water Heating Measures by Climate Zone**

CZ	DHW Type	DHW Location		DHW: Basic Compact Distribution Credit
		Single Family	ADU	
1	Heat pump	Garage	In conditioned space, ducted to/from outside	Yes
2	Heat pump	Garage	In conditioned space, ducted to/from outside	No
3	Gas tankless	Garage	In conditioned space, ducted to/from outside	No
4	Gas tankless	Garage	In conditioned space, ducted to/from outside	No
5	Heat pump	Garage	In conditioned space, ducted to/from outside	No
6	Heat pump	Garage	In conditioned space, ducted to/from outside	No
7	Heat pump	Garage	In conditioned space, ducted to/from outside	No
8	Heat pump	Garage	In conditioned space, ducted to/from outside	No
9	Heat pump	Garage	In conditioned space, ducted to/from outside	No
10	Heat pump	Garage	In conditioned space, ducted to/from outside	No
11	Heat pump	Garage	In conditioned space, ducted to/from outside	No
12	Heat pump	Garage	In conditioned space, ducted to/from outside	No
13	Gas tankless	Garage	In conditioned space, ducted to/from outside	No
14	Gas tankless	Garage	In conditioned space, ducted to/from outside	No
15	Heat pump	Garage	In conditioned space, ducted to/from outside	No
16	Heat pump	Garage	In conditioned space, ducted to/from outside	Yes

## Get In Touch

The adoption of reach codes can differentiate jurisdictions as efficiency leaders and help accelerate the adoption of new equipment, technologies, code compliance, and energy savings strategies.

As part of the Statewide Codes & Standards Program, the Reach Codes Subprogram is a resource available to any local jurisdiction located throughout the state of California.

Our experts develop robust toolkits as well as provide specific technical assistance to local jurisdictions (cities and counties) considering adopting energy reach codes. These include cost-effectiveness research and analysis, model ordinance language and other code development and implementation tools, and specific technical assistance throughout the code adoption process.

If you are interested in finding out more about local energy reach codes, the Reach Codes Team stands ready to assist jurisdictions at any stage of a reach code project.



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This program is funded by California utility customers and administered by Pacific Gas and Electric Company, San Diego Gas & Electric Company (SDG&E®), and Southern California Edison Company under the auspices of the California Public Utilities Commission and in support of the California Energy Commission.



# 2022 Single Family FlexPath Model Reach Code for Existing Buildings

## FAQs

May 2024

### Q. What do the points represent?

- A. The points in the *Measure Menu* table represent the relative **site energy savings** attributable to each measure. Thus, a measure with 4 points would provide twice as much savings as a measure with only 2 points.

The *Target Score* represents a user-defined (see below) percentage of the maximum cost-effective site energy savings, (the sum of points from all retrofit measures that have been found to be cost-effective). Thus, in the Cost-Effectiveness Explorer if the Target Score is set at 50% of the maximum score, the required measures would save about 50% as much energy as the energy savings attributable to installing all cost-effective measures.

### Q. How are the *Target Score* and Measure Points calculated?

- A. The Cost-Effectiveness Explorer calculates the Maximum *Target Score* and the points tables, which are available for export. The user (i.e., staff developing the policy) sets the required *Target Score* in the Cost Effectiveness Explorer.

### Q. What is considered cost-effective?

- A. Cost-effectiveness assumes that the bill payer will accrue a positive net-present-value from the measure. For the scope of this policy, the cost is assumed to be the full retrofit cost and is not contingent upon a project. Measures that are only cost-effective during replacements (e.g., appliances and cool roofs) are not part of the set of measures used to establish the cost-effective ceiling.

### Q. Could points be based on GHG reductions?

- A. Federal regulations<sup>1</sup> require that, among other things, local and state standards to be based on energy or its equivalent energy cost savings. Site energy savings are generally proportionate to GHG emissions reductions.

### Q. Why are some measures mandatory?

- A. Cost-effective measures with very low costs and small savings (i.e., lighting) are recommended to be mandatory to prevent cream skimming.

Electric readiness is presented as mandatory because there are no directly attributable energy savings and therefore it cannot be scored relative to the other measures.

### Q. How can I tell how much compliance might cost?

- A. The cost of compliance will vary based on a) the Target Score, b) the scope of project, c) the existing conditions of the home, d) measure selection, and e) market conditions. By

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<sup>1</sup> 42 USCode Sec. 6297(f)(3)(F). <https://www.govinfo.gov/content/pkg/USCODE-2022-title42/pdf/USCODE-2022-title42-chap77-subchapIII-partA-sec6297.pdf>

adjusting the Target Score in the Cost Effectiveness Explorer, the user alters the measure combinations that satisfy the requirements.

Typical initial measure costs, as reported in the cost-effectiveness study, are presented below. Costs may vary by climate zone. In addition to the information in the table, the Cost Effectiveness Explorer produces an estimate of the typical compliance costs for a range of *Target Scores* specific to each climate zone and vintage.

<b>Typical Measure Costs – 2,400 Sq. Ft. Home (\$)</b>			
	<b>Pre-1978</b>	<b>1978-1991</b>	<b>1992-2010</b>
Lighting Measures	100	100	100
Water Heating Package	300	300	300
Air sealing	4,700	4,700	4,700
R-38 Attic insulation	6,800	2,600	2,600
R-49 Attic insulation	7,500	3,700	3,700
Duct sealing	2,600	2,600	2,600
New ducts, R-6 insulation + duct sealing	4,900	4,900	4,900
New ducts, R-8 insulation + duct sealing	6,400	6,400	6,400
Windows	11,900	11,900	11,900
Wall Insulation	3,000	na	na
R-19 Raised Floor Insulation	3,700	3,700	3,700
R-30 Raised Floor Insulation	4,200	4,200	4,200
Cool roof .20 Solar Reflectance *	900	900	900
Cool roof .25 Solar Reflectance *	1,800	1,800	1,800
Radiant barrier under roof *	900	900	900
Heat pump water heater replacing gas *	4,400	4,400	4,400
High eff. heat pump water heater replacing gas *	5,200	5,200	5,200
Heat pump water heater replacing electric *	3,900	3,900	3,900
High eff. heat pump water heater replacing electric *	4,700	4,700	4,700
Heat pump space heater *	1,100	1,100	1,100
High eff. heat pump space heater *	4,100	4,100	4,100
Dual fuel heat pump space heater *	2,000	2,000	2,000
Heat Pump Clothes Dryer *	400	400	400
Induction Cooktop *	700	700	700
Solar PV (3kW)	9,700	9,700	9,700

\* *Incremental cost at time of replacement*

Q. Why do some measures have points which exceed the Maximum *Target Score*?

A. The points are based on site energy savings; they do not vary based on the *Target Score*. Measures with values that exceed the *Target Score* save more energy than required.

Q. Can a jurisdiction alter the points and score?

A. Jurisdictions may (and should) alter the *Target Score* but may not change the measure points. Users will need documentation supporting the relative energy value of the measure(s) to alter the measure points.

Q. Can other measures be added to the list?

A. If there is documentation supporting site energy savings, additional measures may be added. Contact [info@LocalEnergyCodes.com](mailto:info@LocalEnergyCodes.com) to inquire about revisions.

Q. Why do some measures have no points for newer vintages?

A. Certain measures (e.g., windows, wall insulation) were required at the time of construction in newer vintages and are therefore not eligible for points.

Q. How would this ordinance be implemented?

- A. Specific implementation details will depend upon the triggers, stringency, and scope of each adopted ordinance. Projects that are required to comply with the ordinance would be required to install a combination of measures from the menu that meets or exceeds the *Target Score*. Permit applicants would submit a supplemental form documenting that the measures selected and installed meet or exceed the *Target Score*. Collateral materials have been developed to assist implementation. These materials include: an application checklist; air-sealing checklist; and an exceptions form.

Q. What if compliance would be very onerous because only a few measures are applicable or technically feasible in the home?

- A. There is an exception that allows the Building Administrator to adjust the *Target Score*. The exception form provides specific values for those measures that were used to set *Target Score*, which can be applied as credits. If those measures are deemed to be not applicable (e.g., ducts in a home with hydronic heating) or infeasible (e.g., PV with excessive shading), the Administrator may reduce the *Target Score* by the value of those measures.

Q. How do the vintages account for code cycles that became effective mid-year?

- A. Normally, codes become effective on January 1 of the year following the nominal code cycle. However, in some cycles the effective date was postponed to midyear. In these cases, the vintages are rounded down such that a home permitted anytime during that year is credited with the code effective in the latter half of the year.



## Building Reach Code Proposal for Existing Construction Policy Snapshot

May 6, 2024

### Reach Code Proposal

Every three years the Building codes are updated at the State level and at that time local jurisdictions are allowed and encouraged to adopt more stringent “reach codes” to help conserve resources and address climate goals. The City Council adopted a Green Building Reach Codes in November 2022 for new construction which went into effect January 2023. Included in the reach code were prohibitions on gas piping for most new construction, a prohibition on extending gas lines or meters for existing single-family homes, and an increase in electric vehicle charging infrastructure for multifamily buildings to reduce barriers to adoption of electric vehicles. A recent court decision against the City of Berkeley has rendered the gas prohibitions in the reach code null and void. However, the electric vehicle requirements have not been affected and remain in place.

A second part of the reach code process was to identify technical assistance and streamlining opportunities to remove barriers to electrification and more robust energy efficiency in construction. Staff worked with two local residents who recently electrified their homes to develop an *8 Steps Guide to Electrification* that has been well-received and promoted by the Marin Builders Association among others. In addition, staff has been working with partners around the County to develop an electrification roadmap for longer term transition to electric appliances in response to interest by residents to electrify. This roadmap, being developed by the County for use countywide, should be finalized sometime this fall.

### Climate Change Action Plan (CCAP) Measures addressed by this proposal

- 1. Green Building Reach Code (EE-C4)**
- 2. Building and Appliance Electrification (RE-C3)**
- 3. Energy Efficiency Programs (EE-C1)**

Green Building Reach Codes have been estimated to contribute between 2.9 – 10.7% of the City’s total 2030 greenhouse gas (GHG) reduction goal. In addition, reduction in energy use saves on energy bills and reduction of natural gas use in homes contributes to healthier living environments for tenants.

### The Issue

Existing buildings make up a large portion of the City’s building stock and GHG emissions. These buildings will need to be retrofitted to significantly improve their energy efficiency, their appliances will need to be electrified, or on-site renewable energy such as solar panels will need to be installed to meet City emission reduction goals. Single family homes make up the majority of San Rafael’s existing housing stock and will be key in reducing emissions. Targeting emissions in existing buildings is



complex, as there is no one-size-fits-all policy option. Given this, the Flexible Compliance Path provides a way to target these emissions in a more equitable and cost-effective way for homeowners.

## The Flex Path Proposal

Single-family remodel projects over 500 square feet will be required to comply with the Flexible Compliance Path, or “Flex Path,” which seeks to increase energy efficiency and encourage electrification in homes, while homeowners are already making significant changes to their homes, and without mandating specific requirements.

The Flex Path serves as a menu of energy saving measure options that homeowners can choose from that the State of California has verified for cost-effectiveness. Each measure has an associated point value based on site energy savings. The higher the energy savings from implementation, the higher the score for the measure. The first section of the menu is centered around envelope related efficiency measures such as insulation, windows, and duct sealing, the next section is heating, venting and air conditioning (HVAC) and water heating electrification measures, and the third section consists of solar measures.

Jurisdictions set a “target score” that projects are required to meet, using the points from implementing measures on the menu. The City has set a target score for each vintage of home in a way that does not force electrification and would be achievable through multiple combinations of other measures such as envelope improvements and solar. Each home can choose which measures work best for their home and budget.

## Who will it apply to?

Single family remodel projects over 500 square feet, built before 2010.

## How will it work?

When homeowners apply for permits, the Flex Path will be a part of their permit paperwork. The form will include the Flex Path Table showing measures, target scores, and points, as well as a detailed description of each measure.

Homeowners will fill in the Flex Path Table for their project. They will note the vintage of their home, which indicates which target score they need to achieve. Then, they will decide which measures they want to implement into their project to meet that target score. They will be able to refer to detailed descriptions of each measure and compare it to the home’s existing conditions. If any measures already exist in the home, the homeowner will provide documentation of these measures, to show compliance with those requirements as long as they meet the efficiency standards in each measure category. For example, if a homeowner installed solar several years ago and it meets the standards in that measure, they would receive the points toward their target score.

If the homeowner looks at the list of measures and there are none already existing in the home, or if the total of any existing measures do not add up to meet the target score, the homeowner would then

decide which measures to implement to reach the target score for their vintage. In some instances homeowners may also be eligible for exemption from some or all of the requirements based on factors such as infeasibility or cost burden, which are stipulated in the ordinance.

After implementing their choice of efficiency measures, the homeowner provides documentation of how they've met the target score and the completed Flex Path form to the City to show compliance. Once they've shown compliance or exemption from the Flex Path requirement, homeowners and their contractors would continue with the rest of the building permit process.

## What do we hope to expect?

It is estimated that 40-60 projects per year will be subject to this requirement. The Flex Path gives project applicants the option to choose energy efficient measures that make the most sense for their home. Though target scores were selected to be low enough not to require any electrification measures, most electrification measures have higher point totals and would allow applicants to comply more quickly than choosing some other measures. Staff will monitor progress and actual projects to gather data on what happens. After one or two years the City could decide to increase target scores to encourage more efficiency measures or change the thresholds for compliance to smaller projects.

## How much will it cost and how will it be funded?

There will be no cost to the City, however estimated upfront costs for homeowners may range between \$500-\$4,000 depending on which measures a project chooses to implement. Most homeowners will see energy bill savings after implementation. Some homeowners may choose more expensive measures while others choose lower cost options, and there will be variety in energy bill impacts as well. The design of the Flex Path is to give homeowners more choices to do what is best for them.

## Challenges and Opportunities

Rapid decarbonization will not always be easy to do in all cases. One of the main questions posed at the outset of this project was how to best meet our GHG reduction goals while also meeting our housing production and economic development goals, especially as it relates to cost. Exemptions and exceptions have been built into the proposal to accommodate those occasional cases where it would be infeasible or prohibitively costly to meet the code. In addition, credits are given to homes that have already done measures in the Flex Path.

Another question posed had to do with resiliency: How do electric appliances fare during a power outage, and can the electrical grid handle the increase in demand? Currently many gas appliances require electricity to operate, meaning in many cases space heating and hot water impacts will be felt by those in mixed-fuel homes as well. According to PG&E local power distribution has been hardened and the vast majority of San Rafael is not at threat of a Public Safety Power Shutoff event. Common power outages are lasting shorter amounts of time than just a few short years ago. California is investing billions of dollars in grid reliability and backup power to reduce these impacts even further. Utilities believe the grid will not be compromised with the investments the State and utilities are making to ensure reliability.

## Economy and Social Equity

For single family homes, duplexes, town homes and ADUs most energy measures are relatively inexpensive as part of the overall cost of renovation and show on-bill cost savings over time. Electrification of appliances has less on-bill savings but are not required measures under the Flex Path. Multifamily housing and commercial projects are not subject to the proposed regulation either. There are numerous incentives to help offset initial costs of installation for many measures through the Inflation Reduction Act, utility programs, the Bay Area Regional Energy Network, and the State of California

With projected increases in extreme heat events, building electrification can provide residents with highly efficient air conditioning at about ¼ the energy use of typical air conditioners. This is because heat pump space heaters can reverse the flow of air and provide cool air as well as heat, offering tenants air conditioning options that were previously out of reach.

## Co-Benefits & Potential Unintended Consequences

Two potential unintended consequences of adopting a reach code are additional costs and confusion for contractors due to hard-to-understand code language and burdensome Building Division implementation. However, the City of San Rafael's Building Division demonstrates collaboration and simplification and was consistently referenced as the easiest to work with in Marin during engagements with builders and the Marin Builders Association. Other potential unintended consequences may include the challenges of installing and using new technologies, added time and associated costs for permitting transformers for larger projects, and the ability to find contractors that can do the work. The City will continue to work with our regional partners to compile and promote all the technical assistance and incentives available to owners and contractors for ease of implementation in the coming year. Electrify Marin and Bay Area Regional Energy Network have been training contractors and providing incentives to build the capacity necessary to transition to an electric future and have seen a thousand-fold increase in qualified contractors since 2019.

Co-benefits include resident health and workforce development. Over 40 studies have documented the negative health effects of having natural gas (methane) in the home, including asthma, increased deaths and illness. Local workforce programs include MCE's Workforce, Education and Training program in conjunction with Strategic Energy Innovations focused on building electrification and energy efficiency. More workforce programs are being funded and developed across the region and the City is actively exploring opportunities to enhance them for local residents through our Equitable Low Carbon Economy project and work with the California/Bay Area Jobs First initiative.



## Sources & References

### Climate Change Action Plan Measures

- [San Rafael Climate Action Plan Energy Efficiency Measures](#)
- [San Rafael Climate Action Plan Renewable Energy Measures](#)
- [Marin Climate GHG Inventories](#)
- [City of San Rafael 8 Steps Guide to Electrification](#)
- [UCLA Report Residential Gas Appliances](#)
- [Health Impacts of Natural Gas Stanford Study](#)
- [Health Impacts of Natural Gas Meta Analysis](#)

### Reach Code Proposal

- [Statewide Reach Codes Website](#)
- [Single Family Cost Effectiveness Study Updated for 2024](#)
- [Cost Effectiveness Explorer for San Rafael Measures](#)
- [Marin County Model Reach Code Development](#)
- [California Energy Commission Building Decarb and EV Resources](#)

### Challenges and Opportunities

- [Assessment of Impacts of Electrifying Residential Buildings in California](#)
- [BUILD Program for Technical Assistance and Incentives Multifamily](#)
- [CPUC Utility Costs and Affordability Evaluation](#)
- [Building Decarbonization Practice Guide](#)
- [PG&E Public Safety Power Shutoff Map](#)
- [MCE Electric Load Planning](#)

### Economy and Social Equity

- [Low-Rise Residential Cost-Effectiveness Study](#)
- [Electrify Marin Rebate Program](#)
- [Inflation Reduction Act Fact Sheet](#)
- [Inflation Reduction Act Incentives Calculator](#)
- [California Eliminates Natural Gas Subsidies](#)

### Co-benefits & Potential Unintended Consequences

- [Bay Area Regional Energy Network Resources for Public, Government, and Contractors](#)
- [San Rafael Equitable Low Carbon Economy Project](#)
- [Heat Pumps and Heat Waves, Rocky Mountain Institute\\*](#)





- [California/Bay Area Jobs First initiative](#)
- [MCE Workforce Program](#)

#### Engagement

- [Model Reach Code Development Engagements](#)
- [Letter of Support from PG&E for Marin County Model Reach Code](#)

## Item 5.b Planning Commission Membership Composition

Item Removed from the Agenda



Agenda Item No: 6.a  
Meeting Date: May 20, 2024

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: City Manager

Prepared by: John Stefanski,  
Assistant City Manager

City Manager Approval:  \_\_\_\_\_

April Miller  
Public Works Director

**TOPIC: CITY COUNCIL FY 2023-2025 GOALS AND OBJECTIVES ANNUAL UPDATE AND INTRODUCTION OF INFRASTRUCTURE AND TRANSPORTATION WORKPLAN**

**SUBJECT: FY 2023-2025 GOALS AND OBJECTIVES ANNUAL UPDATE AND INTRODUCTION OF INFRASTRUCTURE AND TRANSPORTATION WORKPLAN**

**RECOMMENDATION:**

Receive the report.

**BACKGROUND:**

The City Council regularly establishes goals and objectives that establish the City’s priorities and resource allocation for a period of time. The City created four policy focus areas to highlight overarching policy priorities, in addition to the five City service areas to highlight operational efforts that are of particular focus. The four key policy focus areas and five City service areas include:

Policy Focus Areas:

- Economic Growth: Building our economy to be stronger and more resilient.
- Housing & Homelessness: Creating new housing, keeping people in their homes, and using a “Housing First” model.
- Diversity, Equity, Inclusion & Belonging (DEIB): Working to create equitable outcomes for all while addressing systemic racial injustices.
- Sustainability, Climate Change & Disaster Preparedness: Reducing greenhouse gas emissions while mitigating and adapting to climate change.

City Service Areas:

- A. **Neighborhood and Economic Vitality:** Create and preserve a healthy economy and sustain vibrant neighborhoods, Downtown, and other business areas.
- B. **Quality of Life:** Serve and strengthen community relationships by providing literary, artistic,

\_\_\_\_\_  
**FOR CITY CLERK ONLY**

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

recreational and cultural experiences for all residents and improving resident engagement and governmental transparency.

- C. **Public Safety:** Prevent and respond to emergencies through essential facility improvements and community and organizational emergency readiness.
- D. **Public Assets:** Improve and preserve public assets by sustaining effective levels of core infrastructure while reducing traffic congestion by expanding bicycle, pedestrian, and transit options.
- E. **Foundational Services:** Sustain organizational viability and exemplary service through short and long-term financial success, organizational excellence and succession planning, and technology to improve efficiency and service levels.

Each policy focus area and City service area has a set of objectives that provide a basis for making resource allocation decisions during the budget process and serve as a focal point for assessing and coordinating the City's short- and long-term strategic planning. The resources required to perform each objective and task are summarized in the time and intensity graphic within the FY 2023-2025 Goals and Objectives staff report presented to the [City Council on May 15, 2023](#).

The City Council adopted the FY 2023-2025 City Council Goals and Objectives as a component of the Fiscal Year 2023-24 Budget on [June 5, 2023](#).

#### **ANALYSIS:**

This report represents the midpoint update for the Fiscal year 2023-2025 Goals and Objectives. A comprehensive status update summary is provided in Attachment 1.

The following list of objectives highlights some of the major accomplishments for the past fiscal year. More details on each one of these are available in Attachment 1. The letter and number of each is a reference to the numbering in the attachment.

#### Goal A: Neighborhood and Economic Vitality

**A3 - Establish a By-Right Neighborhood Affordable Housing Overlay Zone to streamline the review and approval of affordable housing projects in high-density residential zoning districts. Develop a comprehensive plan for the Priority Development Areas (PDA) in the North and Southeast San Rafael neighborhoods, addressing future development, mobility, sea level rise, and other community priorities.**

- Progress is being made on creating a Specific Plan for Northgate and East San Rafael, with the City receiving ~\$1.6 million in grant funds for community outreach and establishing Canal and Northgate Priority Development Areas. The East San Rafael Specific Plan project will start first, with a consultant selection RFP expected in Q2 2024. Additionally, staff will work with a consultant in Q4 2024 to evaluate the City's affordable housing policies and propose necessary updates to the City Council.

**A8 - Assess feasibility and revise the City's current residential parking permit program to address overcrowding of neighborhood parking in a cost-neutral and equitable manner.**

- The City released an RFP and, in February 2024, hired Dixon Unlimited to develop a residential parking permit program.

#### Goal B: Quality of Life

**B2 - Enhance recreational opportunities and user experience at Pickleweed Park by adding new amenities, enhancing existing facilities, and installing all-weather turf on the field to provide a safe, sustainable, and inclusive community space.**

- The City successfully secured \$4.2M in grant funding from the National Park Service to complete this project. The project team is finalizing the required permits and construction documents, with construction anticipated to begin in the latter part of 2024 and be completed by June 2026.

**Goal C: Public Safety**

**C-1 - Analyze the results and effectiveness of the Specialized Assistance for Everyone (SAFE) team three-year pilot and determine if/how it should be adjusted (e.g., hours of operation) to have the greatest impact on community members and develop funding feasibility to extend beyond the pilot program period of time.**

- Since its inception, the SAFE Team has responded to 3,152 calls, diverting 113 individuals from emergency departments and 125 from jail. They have assisted in reducing PD response times to priority 1 incidents.

**C2 - Improve service to the community by reducing emergency response times of priority 1 police calls to average of less than six minutes.**

- In 2023 this objective was met; response times for priority one calls were reduced to five minutes from seven minutes.

**C3 - Continue community conversations about how the police department can improve residents' feelings of safety in their neighborhoods and improve trust with the community.**

- The police department continues to hold community engagement events, including Coffee with a Cop, Community Academy, Camp Chance, and social media interactions. The Police Advisory and Accountability Committee (PAAC) was established to enhance public transparency and accountability and to involve the community in recommending improvements to police policies and practices. These efforts aim to strengthen community relations, hiring, and training best practices within the San Rafael Police Department.

**Goal D: Public Assets**

**D4 - Coordinate with the TAM and the County of Marin in the analysis and implementation of Vision Zero, or equivalent, to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for pedestrians, cyclists, and all modes of traffic.**

- In April, the City Council adopted the 2024 Marin Countywide Local Road Safety Plan to support San Rafael's Vision Zero goals of eliminating traffic fatalities and promoting safe, equitable mobility by 2050. Staff will develop a Vision Zero Action Plan incorporating this safety plan in Fiscal Year 2024-25.

**D7 - Develop an inventory of City assets, including buildings, infrastructure, parks, lighting, open space, and trees, and develop a strategic plan for asset management to identify and quantify unfunded liabilities and deferred maintenance costs. Engage community volunteers to support this effort.**

- The City completed a LiDAR survey of City-owned assets and plans to gather additional inventory. Staff is finalizing the procurement of an Asset Management System (AMS) and preparing the LiDAR data to be integrated into the software. In fiscal year 2024-25, the focus will be on training, setting procedures, and developing maintenance near-term and longer-term goals.

Goal E: Foundational Services

**E1 - Develop a civic engagement strategy and re-establish the City's Communications Team, including coordination and strategy around Citywide communications, website content strategy, and best practices.**

- The City has reestablished the Communications Team and developed a website team to better coordinate outreach, engagement, and website development. The City is recruiting for a Civic Engagement Manager who will work on developing the strategic communications plan roadmap. Additionally, the City is posting FAQs for high-priority projects and has re-established a monthly homelessness newsletter.

**Goal E-7 - Analyze new revenue alternatives and opportunities for future needs, including aggressively seeking grant funding.**

- The City continues to seek external funding opportunities to support urgent needs. Since the Goals and Objectives were approved by the City Council last June, the City has received just over \$17M in grant funding, as summarized below:
  - Transportation Grants: \$2,365,000
  - Sustainability & Emergency Management: \$1,404,000
  - Community & Economic Development: \$2,265,429
  - Library and Recreation: \$4,838,502
  - Homelessness: \$5,999,242
  - Fire: \$415,000

Policy Focus Area #1: Economic Growth

**EG1 - Implement initiatives from the Economic Development Strategic Plan (EDSP) that will reinvigorate commerce across the city, find innovative strategies to attract and retain businesses, attract high-tech and other emerging market users, and ensure that growth is not only sustainable but also equitable.**

- The City will launch the Economic Development "GO" Program in Q2 of 2024, which will include marketing and branding materials associated with a Business Expansion Attraction Retention (BEAR) program. An EIFD consultant, Kosmont, has been conducting a feasibility analysis of forming an EIFD, and a feasibility report with recommendations would be anticipated in Q3 of 2024. The feasibility of the PBID formation will require an RFP for consulting services for feasibility analysis. The RFP release is anticipated in Q3 of 2024.

Policy Focus Area #2: Diversity, Equity, Inclusion & Belonging (DEIB)

**DEIB3 - Continue inclusive resident engagement practices that find opportunities to partner with underserved community members to build capacity for meaningful civic engagement and lift up traditionally marginalized voices.**

- The City continues to collaborate with community organizations to develop strategies for inclusive engagements, such as promoting the Police Accountability and Advisory Committee and the Canal Broadband Feasibility study. Staff supports multilingual public meetings and is formalizing these efforts through strategic communications and language access planning. The Police Advisory and Accountability Committee consistently offers Spanish interpretation and translates meeting materials into Spanish and Vietnamese.

**DEIB5 - Increase police accountability and promote transparency with law enforcement and develop a community accountability advisory committee who will evaluate options such as, engaging an independent auditor and providing feedback on policing policies and practices.**

- The Police Advisory and Accountability Committee, established in December 2023, meets monthly to enhance transparency and community engagement in police operations. Further information is available here: <https://www.cityofsanrafael.org/paac/>.

**DEIB7 - Implement strategies to increase the diversity of public safety recruitment to attract and hire qualified candidates from diverse backgrounds:**

- In February 2024, the San Rafael Police Department developed a 2024-2026 Recruitment and Selection Plan to enhance diversity in its workforce. By May 2024, the City had recruited twenty new employees, with eight being female and twelve identifying as Hispanic, resulting in forty-two percent of the police department being non-white. The San Rafael Fire Department is also committed to diversity and has outlined strategies, including targeted recruitment, equitable hiring practices, professional development, and mentorship programs.

**Policy Focus Area #3: Housing and Homelessness**

**HH2 - Partner with community stakeholders to develop policies to protect renters and low-income earners from increasing housing prices and uncertain economic conditions. Support maintaining and improving our housing base and reduce the likelihood of homelessness.**

- Staff are collaborating with the community to evaluate and develop Citywide tenant protection policies. Meanwhile, an urgency ordinance adopted on April 15, 2024, prohibits substantial rehabilitation as a just cause reason for eviction in the Opportunity Zone, requiring landlords to offer displaced tenants temporary relocation assistance or comparable units during repairs. In 2023 and 2024, the City allocated funds for affordable housing rehabilitation projects at Terra Linda Manor, Marin Villa Estates, Art Works Downtown, Marin Center for Independent Living, and Habitat Redwood Blvd.

**HH3 - Continue evaluating Housing-Focused Shelter (Interim Housing), fortified with strong case management services to help transition unhoused community members into permanent supportive housing.**

- Staff worked with the County of Marin on the Encampment Resolution Fund Round 3 grant applications, successfully securing approximately \$6M in funding to support the development of new interim housing, expanded case management, and increased service provision for individuals experiencing homelessness, particularly in the Mahon Creek Area encampment.

**Policy Focus Area #4: Sustainability, Climate Change, & Disaster Preparedness**

**SCD1 - Develop a comprehensive adaptation plan that addresses the challenges and risks posed by wildfires, sea level rise, and other disasters to San Rafael and its residents using strategies and data from community partnerships and past planning efforts to provide a roadmap for disaster prevention and mitigation.**

- Staff have contributed to the updated countywide Local Hazard Mitigation Plan, which includes actions related to sea level rise and other climate-related disasters. The Sustainability team is developing a sea level rise adaptation and resilience plan in conjunction with other grant-funded projects like the sea level rise feasibility study, which focuses specifically on the Canal neighborhood.

**SCD2 - Build a more resilient community in the face of disasters, able to recover more quickly and effectively, including evacuation planning for residents in the event of emergencies. Increase disaster preparedness outreach so all residents, regardless of income, language, physical ability, digital access, or any limiting factor, have knowledge and resources to be prepared to respond to disasters.**

- The City adopted the updated Emergency Operations Plan and developed an updated Emergency Operations Center (EOC) Handbook, and Storm Response Playbook. Staff continue to conduct and develop training for community members and City staff on topics relating to disaster preparedness, response, and recovery. Staff have increased Spanish language disaster preparedness outreach, including offering classes and printed material in Spanish and developing a peer-to-peer outreach program.

### Challenges & Constraints

As shown in Attachment 1, the City has made significant progress toward achieving the City Council's Goals and Objectives over the last fiscal year. However, there are several barriers and constraints that have significantly impacted the City's operations. The City is a people powered organization, and the work of providing public services requires an adequate level of staffing. Unfortunately, like many other local government jurisdictions, the City has been facing higher than normal vacancy rates in every department. On average, the City has seen 10-20% of its budgeted positions be vacant due to retirements or employee attrition. The result of this directly impacts the City's ability to make as much progress as we would like toward achieving our goals and objectives, as well as other projects and programs like the Capital Improvement Program.

Another challenge that has significantly impacted the City's capacity is the extensive litigation and continuous legal scrutiny regarding the implementation of the camping on public property regulations. The ongoing response and work to resolve the litigation and its impact on staff time is and continues to be significant. While the City is hopeful that the end to the litigation is near, it limits the City's ability to focus its attention toward implementing solutions that will help support individuals on their path to housing.

Over this last year, the City has received an unprecedented number of large scale, labor intensive Public Records Act requests. These span from covering most facets of the City organization, ranging from major development projects to more arcane data requests. Responding to these requests is required by law and is subject to certain response timelines. In practice, this means that staff have to reprioritize other high priority initiatives, in order to focus on compiling the relevant materials in order to be responsive to the public records request.

The City has been able to ensure progress continues in spite of these challenges through deliberate and strategic cross-departmental collaboration efforts to match staffing needs with available staff resources from elsewhere in the organization.

### Performance Measurement Program

The City launched a [Performance Measurement program](#) in 2023 with the goal of collecting, measuring, and analyzing data to track progress towards the Council's strategic goals and objectives. This year, we have chosen targets for some strategic metrics and added metrics to the program, including operational metrics that help quantify the daily operational work of the City. This program is part of a wider effort to increase the availability of data tools that measure progress, understand operational capacity, and improve the effectiveness of City services.



Some key findings this year, shown in Attachment 3, include some positive shifts in our economic growth metrics. Foot traffic downtown by visitors in 2023 exceeded pre-pandemic levels for the first time. The retail vacancy rate declined slightly in 2023 to 2.6%. Other economic indicators were less positive; office vacancy rates have continued to increase since 2017, and industrial vacancy almost tripled in 2023. Employee foot traffic downtown in 2023 was still 10% lower than 2019 levels. Taxable sales of businesses operating in San Rafael was slightly lower in 2023 than 2022.

We've continued to progress in our Diversity, Equity, Inclusion, and Belonging (DEIB), Sustainability, Climate Change, and Disaster Preparedness policy areas. The percentage of regular employees of color continued to increase, from 35.2% of the total regular workforce in 2022 to 37.8% in 2023. Our gender breakdown has stayed the same, with 40% of the regular workforce identifying as women. Greenhouse Gas emissions continued to decline in 2021 (our most up to date data). In our Housing and Homelessness policy area, 20 out of 34 chronically homeless case management clients in City-funded programs are now in permanent housing, 9 of whom were housed last year.

On the operational side of our work, in public safety, EMS incidents increased slightly in 2023 (and increased by 13% since 2019, while crime has declined in the last year across almost all serious offenses. In Community Development, building permits issued by the City remained steady during the pandemic, although other permits declined. By 2023, the city issued 4,944 total permits, exceeding pre-pandemic levels by 21%. Code enforcement cases opened in 2023 are also nearing pre-pandemic levels after a sharp decline between 2020 and 2022. Department of Public Works has seen average monthly requests submitted to SeeClickFix increase since 2022; the Department is currently responding to an average of 225 service requests per month, in addition to the department's regular maintenance operations.

#### **Workplan Development to Track Progress Toward Goals & Objectives**

Earlier this year, the City Council [received a presentation](#) from Jacob Green and Associates regarding the development of strategic and operational workplans with the goal of building greater alignment between the broader community, City Council, and staff, in addition to showing more clearly and transparently, the priorities and sheer scale of work taking place in the City's departments. In particular, these workplans aim to provide complete comparative context for the City Council when making resource allocation determinations regarding all of the City's responsibilities, needs, and current financial condition.

Over the next year, the City intends to expand the development of these comprehensive work plans to cover the balance of the City Council's Goals and Objectives, as well as other projects, programs, and services that are provided through the City's individual departments. This process will also inform the development of the successor Goals and Objectives following Fiscal Year 2024-25.

#### **Introduction of Draft Infrastructure and Transportation Workplan**

Over the past six months, the Public Works Department worked with Jacob Green and Associates to develop a comprehensive work plan for their department's related City Council Goals and Objectives, Capital Improvement Program, other citywide plans, and ongoing public works operations and maintenance activities. This work plan identifies clear objectives, defines actionable tasks, outlines project phases, and establishes realistic timelines for the many programs, projects, and services the department works on. Attachment 2 provides background documentation on the draft projects and programs that are being used to develop the Infrastructure and Transportation Work Plan, which will be presented at the May 20<sup>th</sup> City Council meeting for feedback.

One of the biggest challenges with achieving this work plan is staff capacity due to vacancies. Over the last couple of years, the Public Works engineering divisions have experienced several key vacancies that decrease the ability to complete all the projects listed in the annual Capital Improvement Program (CIP). Due to staff retention and recruitment issues for engineers, staff is exploring alternatives to achieving the CIP and workplan. This includes the creation of an on-call list of consultants through a request for proposal process with different consulting expertise to assist in staff augmentation. The workplan being presented assumes the department is fully staffed or equivalent consultant staff augmentation by the beginning of FY 2024-25.

In addition to the workplan that lists key infrastructure and transportation projects and programs, the Public Works team with the support of staff augmentation also performs work on annual programs and business as usual tasks. A few examples of everyday tasks could include responding to the community, coordination meetings, SeeClickFix management, work planning, and responding to Public Records requests. The annual programs are comprised of a variety of activities, including routine operation and maintenance of city infrastructure, maintenance of fleet vehicles, implementation of smaller projects and small budget projects that need immediate attention, development of concept designs to support the pursuit of grant funding, and low to medium level planning efforts.

**FISCAL IMPACT:**

There is no fiscal impact associated with this report. The City's annual budget is guided by the City Council's Goals and Objectives. Some projects will be brought to the City Council on an individual basis to ensure proper fiscal analysis and approval as appropriate.

**OPTIONS:**

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

1. Receive the report.
2. Take no action.

**RECOMMENDED ACTION:**

Receive the report.

**ATTACHMENTS:**

1. City Council 2023-2025 Goals and Objectives Progress Update
2. Infrastructure and Transportation Draft Workplan
3. Performance Measurement 2024 Update

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal A: Neighborhood and Economic Vitality</b>	
<b>A1</b>	<b>Prioritize implementing key General Plan 2040 programs, including neighborhood planning, economic vitality, tree inventory, and improving and preserving public assets.</b>
Update	<p>The City has made progress on implementing key programs in the General Plan. Examples of these include:</p> <ul style="list-style-type: none"> <li>- Planting trees on City-owned land, including Sun Valley Park, McInnis Parkway, and other locations.</li> <li>- Securing a Climate Action Corps Fellow to conduct tree inventories and identify locations to plant new trees.</li> <li>- Receiving \$3,051,000 in One Bay Area Grant 3 funding for the Fourth Street intersection realignment project in January 2023; this project is currently in the design phase.</li> <li>- Converting B Street from one-way to two-way traffic.</li> <li>- Securing transportation grants for the 2<sup>nd</sup>/4<sup>th</sup> Street intersection, Canal area improvements, rapid rectangular flashing beacons for crosswalks surrounding schools, and a mid-block crossing with bulb-outs along Francisco Blvd.</li> </ul> <p>The City Council received a comprehensive list of General Plan Updates as a part of the March 4, <a href="#">2024 General Plan annual progress report</a>.</p>
<b>A2</b>	<b>Where discretion is allowed under State housing laws, create standards to guide new developments to best fit into San Rafael through implementing the Downtown Precise Plan and additional policies, as needed.</b>
Update	<p>Staff reviewed and evaluated the Downtown Precise Plan for potential modifications, application checklists, and architectural guidance documents to increase housing applications within the downtown precise plan area. Staff are currently developing a scope of services in anticipation of consultant vetting and selection. It is anticipated that a consultant would be selected in Q3/Q4 2024. Any Preliminary Downtown Precise Plan amendments would trigger review and approval by the Planning Commission and City Council.</p>
<b>A3</b>	<b>Establish a By-Right Neighborhood Affordable Housing Overlay Zone to streamline the review and approval of affordable housing projects in high-density residential zoning districts. Develop a comprehensive plan for the Priority Development Areas (PDA) in the North and Southeast San Rafael neighborhoods addressing future development, mobility, sea level rise, and other community priorities.</b>
Update	<p>Progress has been made on the creation a Specific Plan for Northgate and East San Rafael. The City was awarded ~\$1.6 million (\$800k each) in grant funds for community outreach and the creation of a Canal Priority Development Area (PDA), and a Northgate PDA. The East San Rafael Specific Plan area (Canal Neighborhood) project is scheduled to begin first, with an RFP to select a consultant anticipated for release in Q2 of 2024.</p> <p>Staff continue to work with housing developers to streamline the review and approval process, in line with Program # 41 of the City's 2023-2031 Housing Element. Establishment of a by-right neighborhood affordable housing overlay zone requires further evaluation in the context of other affordable housing tools available, including state policies and programs that provide streamlining and concessions. Existing Citywide affordable housing tools are also due for evaluation; when the City Council adopted adjustments to the inclusionary housing requirement in 2021, staff committed to returning to City Council with an evaluation of the inclusionary housing policy's performance and impact over the first several years of implementation.</p>

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal A: Neighborhood and Economic Vitality</b>	
	Staff anticipate working with a consultant beginning in Q4 of 2024 to evaluate the policy and propose updates to City Council as needed.
<b>A4</b>	<b>As development projects arise, create development agreements as necessary and facilitate community engagement efforts to inform and solicit input from the community throughout the process, such as the Northgate project.</b>
Update	The Northgate Mall redevelopment project is currently in development agreement negotiations.  Staff will recommend pursuing development agreements for large-scale projects which may trigger zoning amendments or phased project implementation.
<b>A5</b>	<b>Using results from the 2022-23-day laborer survey, work with governmental and community partners to facilitate a Feasibility Study of a Day Laborer Center/Hiring Hall in San Rafael.</b>
Update	This project has not started and is anticipated to occur in FY 2024-25.
<b>A6</b>	<b>Consider revisions to the Cannabis program, such as reviewing quantities and types of licenses, evaluating revisions for hemp products, and addressing products targeting youth.</b>
Update	Staff hosted a cannabis industry convening to discuss industry trends and potential program modifications to the San Rafael Cannabis Program. The primary modification requested by businesses was an extension of the current tax reduction for non-storefront retail businesses to alleviate the tax burden these businesses face. Staff will bring a proposal forward to City Council once received from the cannabis license holders. The current tax reduction expires in 2025. Due to Cannabis businesses attrition, there are ample licenses available in each type, and no increase in available licenses is recommended. In addition, staff evaluated implementing micro-licenses, an additional license type, but has not been prioritized given limited demand and the volatility of the regulated cannabis market. The Code Enforcement division, City Attorney, and City Manager departments have collaborated with the Department of Cannabis Control on regulation and inspections of sales of illegal hemp/cannabis products.
<b>A7</b>	<b>Continue to develop, improve, and implement a comprehensive plan to address the issue of illegal dumping in areas of denser multifamily housing, with a focus on improving access to legal disposal options for tenants.</b>
Update	The Together San Rafael Team is conducting a cost analysis of a suite of options to bring to the City Council in Q3 of fiscal year 2024-25. Staff is currently presenting to key community groups for feedback on the final set of recommendations.
<b>A8</b>	<b>Assess feasibility and revise the City’s current residential parking permit program to address overcrowding of neighborhood parking in a cost-neutral and equitable manner.</b>
Update	The City released an RFP and, in February 2024, hired Dixon Unlimited to develop a residential parking permit program. The first phase is focused on East San Rafael, but the program will be designed to be adaptable to other areas of the City impacted by parking issues.

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal B: Quality of Life</b>	
<b>B1</b>	<b>Use the Parks and Recreation Master Plan to guide the development, enhancement, and maintenance of parks, recreational facilities, and programs for the City.</b>
Update	Utilizing the Parks and Recreation Master Plan, the City has: <ul style="list-style-type: none"> <li>- Developed recommendations for the annual Measure A work plan.</li> <li>- Installed taller fencing along the Albert Field third baseline for safety.</li> <li>- Piloted a keyless access approach at the tennis courts based on community feedback.</li> <li>- Contracted sod work at Albert Field to prepare for the 2024 season.</li> <li>- Added a weekend cleaning for high-use park restrooms.</li> </ul>
<b>B2</b>	<b>Enhance recreational opportunities and user experience at Pickleweed Park by adding new amenities, enhancing existing facilities, and installing all-weather turf on the field to provide a safe, sustainable, and inclusive community space.</b>
Update	The City has successfully secured a \$4.24M Land and Water Conservation Fund Grant from the National Park Service and allocated an additional \$4.24M in required matching funds to support the Pickleweed Park Enhancement Project. The project scope includes replacing the grass field with -weather turf; installing a new basketball court, play structures, fitness equipment, gazebo, landscaping, lighting, and additional parking; and replacing the existing restroom. The project team is finalizing the San Francisco Bay Conservation and Development Commission (BCDC) administrative permit and 100% construction documents in Q2 of 2024. Staff are still solidifying the construction timeline; however, it is anticipated to begin in Fall 2024 with renovation of the field and installation of amenities on the west side of the park. The grant requires that the project be completed, and all expenses incurred no later than June 30, 2026.
<b>B3</b>	<b>Redesign interior space at Pickleweed Branch Library and improve the Downtown Library's critical and life safety infrastructure, operations, and services to provide safe, functional, and innovative learning spaces.</b>
Update	The Downtown Library renovation is in the design stage, with construction documents being prepared for permitting and bidding. Construction is estimated to begin in late Summer/early Fall 2024. Staff completed an RFP for architectural, engineering, and design services for the Pickleweed Branch remodel project and expect to begin design in Summer of 2024, with construction estimated for Summer 2025.
<b>B4</b>	<b>Replace the playground at Peacock Gap Park with a new, modern structure.</b>
Update	Staff developed and completed an RFP for architectural and engineering services in the Q1 of 2023 and selected Royston, Hanamoto, Alley & Abey, and who have started work on design and community engagement. Staff plans to conduct additional outreach efforts, including an in-person event and an online survey, as part of the design process. Construction is estimated to begin in Fall 2024.
<b>B5</b>	<b>Continue the process to assess the feasibility of constructing a new library facility that meets the current and future needs of the community, including identifying potential funding sources and partnerships.</b>
Update	In the Summer of 2023, staff conducted a survey to gauge voter support for a tax measure to fund a new and/or expanded downtown library. Since conducting the survey, the Library Foundation decided to launch a citizen's initiative to put a tax measure on the ballot to fund a new library and community center at Albert Park. Staff are awaiting the results of that process before taking further action on this objective.

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal B: Quality of Life</b>	
<b>B6</b>	<b>Amend the smoking ordinance to bring it up to the latest standards, such as allowing the public to bring a civil action against any person who has multiple violations.</b>
Update	The County of Marin plans to introduce an amendment to include a price floor on tobacco products to the Tobacco Retail License regulations later this year. At that time, staff will present for City Council consideration, that amendment and an additional amendment that would establish a private right to action in the City’s Clean Indoor and Outdoor Air and Health Protection chapter of the SRMC.
<b>B7</b>	<b>Continue to implement the Age-Friendly Strategic Plan, including working with the Age-Friendly Task Force to support ageism trainings and activities to address social isolation.</b>
Update	Staff supported the Age-Friendly Community Partnership in holding an ageism training course for the City's management team and a lunch-and-learn on ageism for all City staff. Staff also partnered with the Age-Friendly Community Partnership to hold a spring celebration for all in our community who are "90 and better!"  The City issued a Certificate of Occupancy for the Vivalon Healthy Aging Campus at 999 Third St, which includes sixty-six units of affordable housing for older adults.
<b>B8</b>	<b>Develop a comprehensive Master Plan for the Terra Linda Park and Community Center that will guide future site improvements and enhance the park and community center's role as a community resource.</b>
Update	Staff completed an RFP for landscape architectural and engineering services to lead the Terra Linda Park and Community Center planning process. Community engagement is scheduled for Spring/Summer 2024, and the plan is slated for completion in Spring 2025.

<b>Goal C: Public Safety</b>	
<b>C1</b>	<b>Analyze the results and effectiveness of the Specialized Assistance for Everyone (SAFE) team three-year pilot and determine if/how it should be adjusted (e.g. hours of operation) to have the greatest impact on community members and develop funding feasibility to extend beyond the pilot program period of time.</b>
Update	The SAFE Team has handled 3,152 calls for service since their inception on March 27, 2023. During the past year they have diverted 113 clients from the emergency department, 125 clients from jail, and 152 instances where they transported the individual to the hospital/crisis stabilization unit, instead of an ambulance. The SAFE Team assisted the police department with lowering their response times to priority 1 incidents down to 5 minutes in 2023, as compared to 7 minutes in 2022.  To expand hours of operation, Petaluma People’s Services Center (in coordination with the police department) applied for a \$1.5M grant to the Marin Community Foundation. Staff continue to explore additional grant opportunities to fund the SAFE Team.
<b>C2</b>	<b>Improve service to the community by reducing emergency response times of priority 1 police calls to average of less than six minutes.</b>
Update	In 2023 this objective was met; response times for priority one calls were reduced to five minutes from seven minutes.

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal C: Public Safety</b>	
<b>C3</b>	<b>Continue community conversations about how the police department can improve residents' feelings of safety in their neighborhoods and improve trust with the community.</b>
Update	The police department continues to hold community engagement events such as Coffee with a Cop, Community Academy in English and Spanish, Camp Chance, reading to elementary school students, Touch a Truck at Al Boro Center, Movies in the Park, a back-to-school backpack giveaway, and social media engagement. The Police Advisory and Accountability Committee (PAAC) was established to provide input to improve public transparency and accountability with respect to the San Rafael Police Department and provide greater community participation in making recommendations on police department policies, practices, and procedures, including those related to community relations, hiring, and training best practices.
<b>C4</b>	<b>Conduct a comprehensive evaluation of the Advanced License Plate Reader (ALPR) technology to assess its effectiveness in reducing auto thefts and Part 1 crimes while ensuring privacy and equity considerations are addressed. Analyze crime trend data to measure the impact of ALPR technology on investigations and explore ways to mitigate potential biases and protect sensitive personal information.</b>
Update	After an evaluation of ALPR Technology, the City selected FLOCK camera to deploy ALPR in the City. To date, 16 of the 18 total cameras are installed and functioning. The system has led to multiple arrests for violent crimes and recovered multiple stolen vehicles.
<b>C5</b>	<b>Conduct a detailed fire deployment study to ensure that the current needs of the community are being met and to prepare for future growth.</b>
Update	The fire department, using a cooperative purchase agreement through NPPGov, a national cooperative procurement organization, entered into an agreement with Emergency Services Consulting International (ESCI) to conduct a Staffing and Resource Deployment Study. The study will examine the current and future service demand forecast to identify and evaluate future strategies to meet long-range needs. The fire department held a kick-off meeting in early April, and a final report is expected in Fall of 2024.
<b>C6</b>	<b>Examine emergency medical services delivery in San Rafael to ensure the highest-quality care is provided and the appropriate resources are provided in a responsible and effective manner for increasing demands for service.</b>
Update	The City contracted with Citygate Associates to analyze current service levels and present preliminary findings and recommendations. Staff are continuing to evaluate staffing and deployment alternatives and will be formulating specific recommendations in the coming fiscal year.
<b>C7</b>	<b>Evaluate the financial feasibility of the paramedic tax revenues to address future needs, including an increase in elder care facilities.</b>
Update	This project has not started and is anticipated to begin in FY 2024-25.



**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal D: Public Assets</b>	
<b>D1</b>	<b>Evaluate and prioritize the Capital Improvement Program annually, including initiating grant-funded projects in 2023 (e.g. improvements to the Second Street and Fourth Street intersection).</b>
Update	Staff conduct annual evaluations of the CIP, reviewing, updating, and prioritizing improvement needs. To continue to grow and meet growing community needs and City Council priorities, staff plans to evaluate the project ranking criteria and the CIP process next fiscal year (FY 2025-26), including consideration for capacity planning and prioritization. Once the process evolves staff will implement the new process and criteria into the next CIP document. As the criteria and CIP process for FY 2026-27 are updated, presentations to the City Council provide an opportunity for the Mayor, Councilmembers, and the community to be engaged and weigh in on the process and prioritization of projects.
<b>D2</b>	<b>Improve transportation and safety in the Canal neighborhood by conducting a feasibility study of the Canal multi-modal experience and Canal swing bridge incorporating recommendations from the Canal Community Based Transportation Plan.</b>
Update	The City received State of CA Active Transportation Plan Cycle 6 grants, which fully funds the swing bridge feasibility study and partially funds the multi-modal experience design and construction. An RFP is being developed and will be advertised in summer 2024 to procure consultant firms to assist with the environmental and design phase for the multi-modal experience project. The development of an RFP for the swing bridge feasibility study is planned for Spring 2025.
<b>D3</b>	<b>Actively participate in the decision-making process with the Golden Gate Bridge, Highway and Transportation District in relocating the San Rafael (Bettini) Transit Center.</b>
Update	Staff regularly participate in meetings with the Community Design Advisory Group. Staff also participate in focused design reviews, discussion regarding impacts to the public right-of-way, and coordinate updates for City Council meetings related to the Transit Center Project. The City has provided letters of support for grants and additional funding for the project. Over the next fiscal year, staff will work with Golden Gate Transit to set the schedule for public meetings including community design updates, planning commission, and City Council meetings.
<b>D4</b>	<b>Coordinate with the TAM and the County of Marin in the analysis and implementation of Vision Zero, or equivalent, to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for pedestrians, cyclists, and all modes of traffic.</b>
Update	At the April 2, 2024, meeting, the City Council adopted the 2024 Marin Countywide Local Road Safety Plan. Adopting the Local Road Safety Plan will help move San Rafael towards its Vision Zero goals to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for pedestrians, cyclists, and all modes of traffic by 2050. Staff will be developing a Vision Zero Action Plan that incorporates the Countywide Local Road Safety Plan among other things in fiscal year 2024-25.
<b>D5</b>	<b>Actively participate in the decision-making process with Transportation Authority of Marin (TAM), other agencies, and the community on the US101/I-580 Multimodal and Local Access Improvement Project.</b>
Update	Staff regularly participate in meetings with TAM to coordinate project decision-making and funding strategy for Phase I (i.e., Bike and Pedestrian Improvements between 580 and 101).



**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal D: Public Assets</b>	
<b>D6</b>	<b>Develop a comprehensive Storm Drain Master Plan that will include network upgrades, maintenance schedules, sea level rise planning, and requirements for new developments.</b>
Update	The City released an RFP on February 6, 2024, and is bringing a recommended contractor to develop a storm drain plan for consideration at the May 20, 2024, City Council meeting.
<b>D7</b>	<b>Develop an inventory of City assets, including buildings, infrastructure, parks, lighting, open space, and trees, and develop a strategic plan for asset management to identify and quantify unfunded liabilities and deferred maintenance costs. Engage community volunteers to support this effort.</b>
Update	The City has completed a Light Detection and Ranging (LiDAR) survey of City-owned assets and plans to continue to gather non- LiDAR inventory including facilities and parks assets. Staff are finalizing the procurement of an Asset Management System (AMS) and preparing to integrate data into the software. Training and setting standard operating procedures and policies will be a focus next fiscal year fiscal year 2024-25). Staff will begin to develop near-term and long-term maintenance goals and investigate opportunities for future buildout and utilization of ASM program.
<b>D8</b>	<b>Reduce the City's greenhouse gas emissions by transitioning, where feasible, diesel and gasoline-powered vehicles to electric vehicles.</b>
Update	Staff have secured the services of a consultant at no cost to the City for electrical capacity assessments for City Hall, Public Safety Center, and Public Works for EV charger planning. Staff successfully applied to Metropolitan Transportation Commission to fund a consultant to develop a fleet transition plan for the City’s fleet of vehicles. Staff are revising the fleet policy to incorporate the transition to zero-emission vehicles, which will be completed in Q2 of 2024.
<b>D9</b>	<b>Develop and adopt an updated Pedestrian and Bicycle Master Plan to improve connectivity, safety, and accessibility for pedestrians and cyclists.</b>
Update	Staff has created and advertised an online survey to collect input and suggested improvements for the Citywide Bicycle and Pedestrian Plan (CBPP). Staff will release an RFP in Q1 of 2025 to select a consultant to complete the CBPP. In collaboration with the Bicycle and Pedestrian Committee, staff and the consultant will review the existing plan, outreach to the community for recommendations to the current network, review polices and projects, and assist with prioritization of projects for the annual CIP update.

<b>Goal E: Foundational Services</b>	
<b>E1</b>	<b>Develop a civic engagement strategy and reestablish the City’s Communications Team, including coordination and strategy around Citywide communications, website content strategy, and best practices.</b>
Update	A City staff communications team was established that meets weekly to coordinate outreach and engagement. Similarly, staff have developed a website team to coordinate training, best practices, and special website projects. The City is currently recruiting a Civic Engagement Manager who will work on developing a strategic communications plan roadmap. In addition, the City is developing and posting Frequently Asked Questions (FAQ) for high priority projects like the Northgate Redevelopment Project, the Dominican project,

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Goal E: Foundational Services</b>	
	and the recently updated camping ordinance. The City also developed a FAQ in response to the Terra Linda gasoline spill. The City recently re-established issuing the homelessness newsletter monthly.
<b>E2</b>	<b>Improve the user experience for the public by implementing a new, modern permit management system which will streamline processes for applicants and improve coordination of permit services across all City departments.</b>
Update	Following a year of user research and review of video demos with the cross-departmental permit management team, staff developed and published an RFP in May 2023. The selection team selected OpenGov after following up with several municipalities who have had successful transitions to the system. The project kicked off in February 2024 and implementation will be conducted in three phases: Building/Planning, Code Enforcement, and Public Works/Sanitation. Staff are currently building out permit workflows and migrating legacy data to the new system. It is anticipated that the new system will make it easier for our customers to track projects, inspections, and upload drawings through a better web interface. It will also allow better access to project documents for our third-party plan examiners and inspectors and allow better communications between the reviewing department and field inspections. The permits system will have compliant credit card security. The project is expected to be completed by December 2024, with the launch in early 2025.
<b>E3</b>	<b>Make recommendations to bring to the ballot the Municipal Code and San Rafael's Charter focusing on updating any outdated, confusing, or inaccurate language, and make them more accessible, understandable, and gender inclusive.</b>
Update	The City Council <a href="#">adopted amendments</a> to the Municipal Code, removing outdated and inaccurate language at the City Council meeting on February 5, 2024. The comprehensive update to the City's Charter will occur in fiscal year 2024-2025.
<b>E4</b>	<b>Enhance Performance Measurement through the co-development of dashboards and data tools for the Council policy focus areas, provide easy access to performance metrics, and enable data-driven decision-making by City departments. Evaluate which datasets can be added to our open data portal to increase transparency.</b>
Update	<p>Staff are currently updating performance metrics, identifying new metrics for key policy focus areas, and outlining operational metrics. The updated performance measurement program will be presented to the City Council in June 2024.</p> <p>Over the past year, staff have also:</p> <ul style="list-style-type: none"> <li>- Developed data tools for the Police Department, including a Use of Force dashboard for tracking use of force cases and the routing of internal documentation related to each case, and</li> <li>- Supported the implementation of data tools for Community and Economic Development to assist prospective businesses find information related to parcels and potential business locations.</li> </ul> <p>In fiscal year 2024-25, as part of the asset management program, staff will be adding data related to street trees to support community efforts to develop a tree inventory.</p>

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<b>Goal E: Foundational Services</b>	
<b>E5</b>	<b>Continue next phases of internal "Together San Rafael" efforts including improvements to employee recognition, employee experience including onboarding and mentoring, and DEIB projects and trainings.</b>
Update	<p>The City established the Together San Rafael DEIB Committee in the summer of 2023. Since that time, this group has helped to develop a “Lunch and Learn” series where a presentation is given on a DEIB related topic. To date, the group has hosted Lunch and Learns on Combating Antisemitism and Hate Speech, Combating Ageism, Combating Islamophobia, Celebrating Black History Month, and Celebrating Asian American Heritage Month. The DEIB Committee has also served as a reviewing body for diversity related proclamations, and other initiatives.</p> <p>Staff have developed a 2024 work plan for Together San Rafael (TSR) and are implementing programming to support culture-building in the City. This work includes the development of new internal communications processes, videos highlighting TSR, and a review of the TSR guiding principles together with the City team.</p>
<b>E6</b>	<b>Review and revise, as necessary, the City’s notification and communication standards for projects going through the entitlement process and consider different standards depending on the potential impact of the project on the community.</b>
Update	Staff started to evaluate the notification and communication standards for the planning entitlement process to identify areas for improvement, to be implemented in Fiscal Year 2024-25. Areas for potential improvement are related to updated communication tools through digital media platforms. In conjunction with the Digital Services and Open Government Department, a process improvement and evaluation of digital media tools for updated communication standards for development projects will commence in Q4 of 2024.
<b>E7</b>	<b>Analyze new revenue alternatives and opportunities for future needs, including aggressively seeking grant funding</b>
Update	<p>City staff continue to actively apply for grants and other external funding opportunities to support high priority needs. Since the Goals and Objectives were approved by the City Council last June, the City has received just over \$17M in grant funding, as summarized below:</p> <p><u>Transportation Grants:</u></p> <ul style="list-style-type: none"> <li>- Reconnecting Communities and Neighborhoods Grant: \$1.94 million for the South Merrydale Road – Civic Center Connector Pathway (aka Rafael Meadows Safe Crossing Pathway Project). This project creates a paved pathway on the south side of the Civic Center SMART train station under Highway 101 connecting the west neighborhood near Rafael Meadows to the Civic Center and schools on the east side of Highway 101.</li> <li>- Transportation Fund for Clean Air (TFCA) and Transportation Development Act (TDA): \$425,000 total for two projects. One project is the Francisco Boulevard East Mid-Block Crossing Enhancement Project located at the recently redeveloped Canal Alliance building near Grand Avenue. This project adds a lighted crosswalk on Francisco Blvd East allowing community members visiting Canal Alliance to have a more direct connection towards the Canal neighborhood. The other project includes installing five lighted crosswalk systems throughout the city that were identified through Safe Routes to Schools and community feedback.</li> </ul>

<b>Goal E: Foundational Services</b>	
	<ul style="list-style-type: none"> <li>- Some of the upcoming grant applications the city is actively working on applications include Active Transportation Program Cycle 7 (ATP), Safe Streets for All (SS4A), and Highway Safety Improvement Program (HSIP).</li> </ul> <p><u>Sustainability &amp; Emergency Management Grants:</u></p> <ul style="list-style-type: none"> <li>- FEMA Local Hazard Mitigation Grant: applied for and awarded \$900,000. This project will identify flood mitigation measures that are also eligible activities including localized flood risk reduction projects and potentially infrastructure retrofits.</li> <li>- EPA Community Change Grant in collaboration with Marin Community Foundation and Canal Alliance: applied for and awarded \$504,000 for the City’s portion of the grant. This project would coordinate and lead a three-year comprehensive waste management, litter, and dumping reduction program with residents and businesses in the Canal neighborhood.</li> <li>- MCF Climate Justice Grant: applied for \$300,000. This project would be to fund a two-year position in the Sustainability Division to coordinate across departments for all Canal neighborhood projects with a focus on resilience, equity, and workforce development.</li> </ul> <p><u>Library and Recreation Grants:</u></p> <ul style="list-style-type: none"> <li>- Land and Water Conservation Fund Grant from the National Park Service: applied for and awarded \$4.24M to support the Pickleweed Park Enhancement Project.</li> <li>- Food, Agriculture, and Resilient Ecosystems (FARE) Grant Program: applied for \$123k and awarded \$35k to support infrastructure improvements at the Canal Community Garden.</li> <li>- Nutrition Infrastructure Grant: applied for and awarded \$6,379.76 to replace the refrigerator at the Boro Community Center</li> <li>- Pittsburgh Foundation: awarded unsolicited grant of \$16,421.79 for general operating support of the San Rafael Public Library</li> <li>- California State Library: applied for and awarded \$7,005 for ZipBooks program.</li> <li>- California State Preschool Program: applied for and was awarded \$510,697 to support Pickleweed Preschool Program.</li> <li>- CDBG: applied for and awarded \$23,000 to support Pickleweed Preschool Program.</li> <li>- First Five: unsuccessfully applied for \$100k to support Pickleweed Preschool Program.</li> <li>- CalTrans CleanCA: unsuccessfully applied for \$4.101M for Pickleweed Park Enhancement project.</li> <li>- AARP Challenge Grant: unsuccessfully applied for \$10,955 in partnership with Age Friendly Community Task Force to install benches and recreation tables at Gerstle Park.</li> </ul> <p><u>Homelessness Grants:</u></p> <ul style="list-style-type: none"> <li>- In April of 2024, the City and County were awarded an Encampment Resolution Fund Round 3 (ERF-3) grant that was co-designed and applied for with the County of Marin Health and Human Services (HHS). The award for \$5,999,241.68 was allocated by the California Interagency Council on Homelessness (Cal ICH).</li> </ul>

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<b>Goal E: Foundational Services</b>	
	<p><u>Community &amp; Economic Development Grants:</u></p> <ul style="list-style-type: none"> <li>- In July 2023, the City was awarded a \$797,000 One Bay Area Grant (OBAG) by the Metropolitan Transportation Commission (MTC) to complete a Specific Plan for the SE San Rafael/Canal Neighborhood Priority Development Area. The OBAG grant will be disbursed to the City in installments, as specific deliverables are completed. The scope of the Specific Plan requires MTC approval for fund distribution. Staff is in the final draft of scope development and anticipate the project kicking off in Q4 2024. An additional \$797,000 grant has been awarded for the Northgate Priority Development Area. The final scope development for that grant is pending the outcomes of the Northgate Mall redevelopment project that is currently in the entitlement review phase.</li> <li>- In July 2023, the City as the fiscal sponsor for the Downtown San Rafael Arts District (DSRAD) received a \$671,429 grant from the California Arts Commission. The City has been working with the grant subrecipients: Artworks Downtown, Marin Society of Artists, Youth in Arts, California Film Institute, and the Downtown Business Improvement District/San Rafael Chamber of Commerce on grant implementation in support of the DSRAD.</li> </ul> <p><u>Mental Health Grants:</u></p> <ul style="list-style-type: none"> <li>- The City requested \$1.5M in funding from the Marin Community Foundation to support the SAFE Team.</li> </ul> <p><u>Fire Grants:</u></p> <ul style="list-style-type: none"> <li>-The City submitted a grant from the Assistance to Firefighters Grant (AFG) to replace 52 self-contained breathing apparatus (SCBA). The request amounts to \$415,000.</li> <li>-The San Rafael Fire Department was awarded a grant from the California Department of Fish and Wildlife for an Oil Spill Trailer and equipment.</li> </ul>

<b>Policy Focus Area: Economic Growth</b>	
<b>EG1</b>	<b>Implement initiatives from the Economic Development Strategic Plan (EDSP) that will reinvigorate commerce across the city, find innovative strategies to attract and retain businesses, attract high-tech and other emerging market users, and ensure that growth is not only sustainable, but also equitable.</b>
Update	<p>The EDSP was adopted in May 2023. Three focus areas were identified for staff implementation, which include:</p> <ol style="list-style-type: none"> <li>1) Launch of Business Expansion Attraction Retention (BEAR) program.</li> <li>2) Conduct feasibility of an enhanced infrastructure financing district (EIFD); and</li> <li>3) Conduct feasibility analysis on the formation of a property-based improvement district (PBID) in Downtown.</li> </ol>

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

Policy Focus Area: Economic Growth	
	The City will launch the Economic Development "GO" Program in Q2 of 2024, which will include marketing and branding materials associated with a BEAR program. An EIFD consultant, Kosmont, has been conducting a feasibility analysis of forming an EIFD, and a feasibility report with recommendations is anticipated in Q3 of 2024. The feasibility of the PBID formation will require an RFP for consulting services for feasibility analysis. The RFP release is anticipated in Q3 of 2024.
<b>EG2</b>	<b>Create an environment that is conducive to business growth and job creation, encouraging investment and innovation, developing infrastructure and human capital, and promoting trade and commerce.</b>
Update	With the recent merger of the Community & Economic Development Department in March 2024, resource allocation and operational efficiencies supporting investment and business growth are being implemented as part of the departmental reorganization.
<b>EG3</b>	<b>Conduct a feasibility study for the creation of Property Based Improvement Districts (PBIDs) that enhance the appearance and vitality of public spaces through such things as: improving safety, cleanliness, marketing, and physical upgrades.</b>
Update	The feasibility of the PBID formation will require an RFP for consulting services for feasibility analysis. The RFP release is anticipated in Q3 of 2024.
<b>EG4</b>	<b>Work with community partners such as the Chamber of Commerce, Business Improvement District (BID), Small Business Development Center, Marin County Office of Education, Canal Alliance, and Hispanic Chamber of Commerce on economic recovery initiatives and workforce development programs.</b>
Update	Staff continue to foster strategic partnerships with the San Rafael Chamber of Commerce to support the evolution of the Downtown Business Improvement District and the feasibility analysis of the PBID for post-pandemic downtown economic recovery. In addition, staff is working with the Canal Alliance on multiple City projects with a specific opportunity for community engagement on the Specific Plan project for East San Rafael identified in Goal A3.
<b>EG5</b>	<b>Explore new revenues to fund economic development, such as a tourism-based improvement assessment or an increased Transit Occupancy Tax.</b>
Update	Staff engaged the Marin County Visitor Bureau on San Rafael-specific resource allocation from the Marin County Tourism Improvement District (TID) revenue from San Rafael hotels subject to the TID to understand the return on investment to San Rafael from San Rafael hotels. This will help better define what funding sources are collected from San Rafael and how to better advocate for supporting our growing tourism market. Increased tourism revenue from transient occupancy tax (TOT) is anticipated to continue with tourism economic recovery and new additional hotels in San Rafael, including the new AC Marriott in downtown.  Staff are currently gathering data for potential options on City TOT modifications or County TID modifications. This item will be brought to the City Council Economic Development Subcommittee for policy direction in Q4 of 2024.

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

Policy Focus Area: Diversity, Equity, Inclusion & Belonging (DEIB)	
<b>DEIB1</b>	<b>Continue and expand training for all City staff, elected officials, and boards and commissions members around Diversity, Equity, Inclusion and Belonging (DEIB) principles to ensure that equity considerations are integrated into the City’s policies and practices.</b>
Update	<p>The City established the Together San Rafael DEIB Committee in the summer of 2023, with representatives from various departments throughout the City. The purpose of the committee is to recommend and develop internal, citywide initiatives that support the City’s culture and recognize its commitment to diversity, equity, inclusion, and belonging.</p> <p>To underscore this initiative, in January and February of 2023, all Police Department employees had the opportunity to participate in a unique and highly sought-after training opportunity through the Tools for Tolerance law enforcement training program at the Museum of Tolerance in Los Angeles. The museum experience challenges visitors to confront personal biases and prejudice, and to promote awareness about tolerance issues. All department employees actively engaged in discussions around diversity, personal values, and responsibility as they apply to their role in society and the work they are charged with as law enforcement professionals.</p> <p>This program redefines the role of the law enforcement professional in a diverse society, provides a new way of understanding the community they serve, and suggests how to use integrity in developing trust. The training focused on advanced skills that serve to enhance department member’s understanding of and ability to work with people from divergent backgrounds, how integrity can be used in the application, and the resulting levels of trust that can be built.</p> <p>In Fall of 2023, all non-public safety employees received an interactive five-hour DEIB training. Since then, new hires have also received this same training and the program will continue to provide this training as part of the onboarding process.</p> <p>As discussed in Goal E5, the DEIB Committee continues to host the “Lunch and Learn” Series. the committee continues to provide education, engagement, and opportunities to learn from people, groups and organizations that are committed to equity work.</p> <p>Staff are developing customized training for all police and fire department personnel, which will include and build upon the same curriculum as the training provided to all non-public safety employees. The public safety DEIB training will be scheduled by Fall 2024. The City will continue to provide these training courses as new staff are hired by the City.</p> <p>The City is providing \$50 stipends, per month, to the Police Advisory and Accountability Committee and is currently evaluating providing stipends to all Boards, Commissions &amp; Committees. The City committed to providing stipends to the members of the Police Advisory and Accountability Committee to address potential barriers to participation. The stipend could be used to offset childcare or other expenses that someone may incur because of their participation.</p>



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<b>Policy Focus Area: Diversity, Equity, Inclusion &amp; Belonging (DEIB)</b>	
<b>DEIB2</b>	<b>Develop a strategic roadmap to guide the City's DEIB internally facing efforts, including implementing the human resources equity audit and continuing to evaluate policies and practices for alignment with DEIB principles.</b>
Update	<p>The DEIB Committee evaluates City policies and practices through the lens of equity and in consideration of DEIB principles. The DEIB Committee formed a sub-committee to work with the Human Resources department on implementing specific measures related to hiring practices and ensuring that there is a strong sense of belonging for all employees who work in the City. In addition, the DEIB Committee has formed a sub-committee to consider how the City can use data and technology to advance equity.</p> <p>As part of the City's ongoing recruitment efforts, Human Resources has implemented the use of an updated "Recruitment Kick-Off Document" in each planning meeting with hiring managers; which includes a requirement that all interview panels include one individual who identifies as female, and one individual who identifies as a person of color, to ensure diverse candidates feel a sense of belonging during the process, and to ensure diverse perspectives are considered when making hiring decisions. Additionally, a question related to DEIB is required for all interview panels.</p>
<b>DEIB3</b>	<b>Continue inclusive resident engagement practices that find opportunities to partner with underserved community members to build capacity for meaningful civic engagement and lift traditionally marginalized voices.</b>
Update	<p>The City has worked in coordination with Canal Alliance, Voces del Canal, Multi-Cultural Center of Marin, and other community-based organization partner agencies to develop strategies for specific inclusive engagements, including the promotion of the Police Accountability and Advisory Committee and the Canal Broadband Feasibility study. Staff continues to support multilingual public meetings (including community meetings in Spanish with English interpretation, workshops, and social media in English and Spanish. Staff are working on formalizing these approaches through strategic communications and language access planning. The Police Advisory and Accountability Committee was the first Committee to have Spanish language interpretation at all its meetings. In addition, meeting materials are translated into Spanish and Vietnamese.</p>
<b>DEIB4</b>	<b>Hold community meetings in Spanish with English interpretation and analyze best practices for increasing inclusivity by offering daycare, food, and stipends to participants.</b>
Update	<p>Throughout the community engagement efforts for the Police Accountability and Advisory Committee, the City of San Rafael deployed multilingual community workshops, including meetings in which the primary language was Spanish. The City continues to support interpretation services at public meetings and is formalizing the practice for multiple meeting bodies.</p> <p>Staff also provided childcare services and snacks for the evening meetings on policing in San Rafael. Staff will continue to offer these types of services and analyze if they bring additional participation along with language access as best practices.</p> <p>The Fire Department has prioritized translating all prevention and emergency preparedness information and developed a community ambassador program in partnership with CBOs. Ambassadors receive stipends from community partners, funded from the Marin Wildfire</p>



**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

Policy Focus Area: Diversity, Equity, Inclusion & Belonging (DEIB)	
	<p>Prevention Authority, to do various forms of community outreach in native languages with an emphasis on signing people up for emergency alerts.</p> <p>The City Clerk’s office is offering stipends to the Police Advisory and Accountability Committee members as a pilot program and may bring stipends to all Boards, Commissions and Committees depending on the outcome of the pilot.</p>
<b>DEIB5</b>	<b>Increase police accountability and promote transparency with law enforcement and develop a community accountability advisory committee who will evaluate options such as, engaging an independent auditor and providing feedback on policing policies and practices.</b>
Update	<p>Police Advisory and Accountability Committee, established in December 2023, meets monthly to enhance transparency and community engagement in police operations. Further information is available here: <a href="https://www.cityofsanrafael.org/paac/">https://www.cityofsanrafael.org/paac/</a>. As part of the creation of the Police Advisory &amp; Accountability Committee creation there was extensive community engagement in 2022 to inform the priorities of the of the Committee. In addition, after the City Council established the committee in June 2023, the City conducted extensive outreach to ensure the committee reflected the cultural and linguistic diversity of the community.</p> <p>Among the topics the Police Advisory and Accountability Committee will evaluate and make recommendations on is the potential engagement of an Independent Police Auditor to review and assess Police Administrative Investigations and/or incidents involving police use of force. The scope and role of a potential Independent Police Auditor is to be determined and will be evaluated by the PAAC.</p>
<b>DEIB6</b>	<b>Develop a Language Resource Access Plan to support multilingual engagement practices across the City and explore best practices for interpretation for all publicly noticed meetings.</b>
Update	<p>Staff worked through the budget process to highlight areas of funding for translation services and will be working with the DEIB committee to support this plan. Staff anticipates developing and presenting the Language Resource Access Plan to the City Council in 2025.</p>
<b>DEIB7</b>	<b>Implement strategies to increase the diversity of public safety recruitment to attract and hire qualified candidates from diverse backgrounds.</b>
Update	<p>In February 2024, the San Rafael Police Department developed a 2024-2026 Recruitment and Selection Plan. The plan details strategies to enhance the diversity of the public safety workforce and to attract and appoint qualified candidates from diverse backgrounds. The comprehensive plan can be accessed here: <a href="#">San Rafael Police Department Recruitment &amp; Selection Plan</a></p> <p>As of May 2024, the City is on course to recruit twenty new employees within the last twelve months. Among these hires, eight are female, and twelve identify as Hispanic. Currently, forty two percent of the San Rafael Police Department identifies as non-white.</p> <p>The San Rafael Fire Department is committed to fostering an environment that embraces and celebrates diversity in all its forms. Their recruitment plan outlines strategies to create a more inclusive and diverse workforce within our department and includes:</p>

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Policy Focus Area: Diversity, Equity, Inclusion &amp; Belonging (DEIB)</b>	
	<ul style="list-style-type: none"> <li>• <b>Creating a Recruitment Team:</b> Implement targeted recruitment efforts to attract candidates from underrepresented communities. Partner with community organizations, schools, and colleges to reach diverse candidate pools. Review and revise hiring practices to ensure they are equitable and bias-free.</li> <li>• <b>Training and Development:</b> Encourage participation in professional development opportunities for career advancement. Review and revise training and probationary/promotional processes to ensure they are equitable and bias-free.</li> <li>• <b>Create Mentorship and Support:</b> Establish mentorship programs to support the career growth of diverse employees. Pair new recruits with experienced firefighters from similar backgrounds for guidance and support.</li> </ul>

<b>Policy Focus Area: Housing and Homelessness (HH)</b>	
<b>HH1</b>	<b>Evaluate existing tenant protection policies to determine their effectiveness and consider the implementation of revised policies to expand housing choices for all residents, as outlined in the 2023-2031 Housing Element, to ensure habitability, create fair housing, and end homelessness.</b>
Update	Staff are evaluating the City's existing tenant protection policies and are planning to bring forward a report to the City Council in fiscal year 2024-25. Additionally, the City is participating in countywide community engagement efforts designed to help inform the development of Marin jurisdictions' anti-displacement strategies. Staff is planning a capacity-building workshop series for Spanish-speaking residents to supplement the Countywide approach.
<b>HH2</b>	<b>Partner with community stakeholders to develop policies to protect renters and low-income earners from increasing housing prices and uncertain economic conditions. Support maintaining and improving our housing base and reduce the likelihood of homelessness.</b>
Update	<p>Staff are working with the community and with stakeholders to evaluate and develop Citywide tenant protection policies. While this comprehensive evaluation process is underway, the City Council adopted an <a href="#">urgency ordinance</a> on April 15, 2024, to prevent further displacement in the Opportunity Zone by prohibiting “substantial rehabilitation” as a just cause reason for eviction, and requiring landlords to offer tenants the right to return to their unit after repairs are completed. In addition, this ordinance requires that a property owner provide a daily temporary relocation assistance payment to the displaced tenant or offer a comparable unit if available on the property, or on another property within San Rafael city limits when a unit is being substantially rehabilitated to address health and safety concerns. This was in response to feedback from community members and community-based organizations about the need for immediate and urgent action.</p> <p>In 2023, the City Council awarded \$1M from the City’s Affordable Housing Trust Fund to the rehabilitation of affordable units at Terra Linda Manor and \$200k to renovate affordable units at Marin Villa Estates. Additionally, the City Council allocated another \$180k from Community Development Block Grant funding to the renovation of affordable units at Marin Villa Estates.</p>

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Policy Focus Area: Housing and Homelessness (HH)	
	In 2024, the City Council awarded \$200k to Art Works Downtown to complete an electrical upgrade project at their downtown property which provides 17 affordable housing units. The council also allocated \$45k to Marin Center for Independent Living’s program offering home access modifications, and \$297k in CDBG funds to the development of Habitat Redwood Blvd, a new affordable homeownership development in northern Marin. This development will provide units to the greater county population, including San Rafael.
<b>HH3</b>	<b>Continue evaluating Housing-Focused Shelter (Interim Housing), fortified with strong case management services to help transition unhoused community members into permanent supportive housing.</b>
Update	<p>Staff worked with the County of Marin on Encampment Resolution Fund Round 3 (ERF-3) grants (\$6 million) to provide interim housing, case management, and other services in San Rafael, and at the Mahon Creek Area encampment.</p> <p>The ERF-3 grant contemplates the development of an interim housing project will include a continuum of interventions from sanctioned camping to tiny shelters and transitional housing to rapid rehousing and permanent housing, with case management services. The City's Encampment Resolution Funding Round 1 (ERF-1, \$522K) and Round 2 (ERF-2, \$250K) awards and the City's High-Utilizer Case Management program (funded by ARPA) have successfully housed 20 of 34 chronically homeless individuals in permanent supportive housing over the last two years and expect to find housing for 6-8 more program participants over the coming year.</p>
<b>HH4</b>	<b>Explore options for establishing a standardized process to regularly issue Notices of Funding Availability (NOFAs) to facilitate development of new affordable housing using the City's Affordable Housing Trust Fund.</b>
Update	Staff are developing proposed improvements to the NOFA process. The purpose of these improvements is to streamline the process and timeline for applicants, align the application and award process with similar County of Marin funding awards to reduce the burden on applicants, facilitate coordinated strategic awards with multiple jurisdictions contributing, and reduce the administrative burden on staff.
<b>HH5</b>	<b>Continue to take a leadership role to support the countywide coordinated entry system and Project Homekey-type efforts to end chronic and veteran homelessness.</b>
Update	The City has taken a leadership role within the system of care by supporting new permanent supportive housing at its Homekey project at 3301 Kerner, with 43 Permanent Supportive Housing units expected to open in early 2025. The City committed approximately \$2.1M in Affordable Housing Trust Fund dollars to the project. In addition, City staff have presented on the topics of housing and homelessness at community and neighborhood meetings and published the City's homelessness and housing newsletters on a regular basis.

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<b>Policy Focus Area: Sustainability, Climate Change &amp; Disaster Preparedness (SCD)</b>	
<b>SCD1</b>	<b>Develop a comprehensive adaptation plan that addresses the challenges and risks posed by wildfires, sea level rise, and other disasters to San Rafael and its residents using strategies and data from community partnerships and past planning efforts to provide a roadmap for disaster prevention and mitigation.</b>
Update	Staff have researched other cities' efforts and plans and are reconsidering whether a comprehensive adaptation plan adds value to all the other planning efforts the City is currently engaged in regarding mitigating disasters. Staff have contributed to the updated countywide Local Hazard Mitigation Plan, including actions related to sea level rise and other climate-related disasters, and are currently working on a sea level rise adaptation and resilience plan. This plan is being developed in conjunction with the grant-funded sea level rise feasibility study project in the Canal to leverage the work of the consultants and robust community engagement that are part of that study. This will position the City well for future project funding.
<b>SCD2</b>	<b>Build a more resilient community in the face of disasters, able to recover more quickly and effectively, including evacuation planning for residents in the event of emergencies. Increase disaster preparedness outreach so all residents, regardless of income, language, physical ability, digital access, or any limiting factor have knowledge and resources to be prepared to respond to disasters.</b>
Update	The City adopted the updated Emergency Operations Plan and developed an updated Emergency Operations Center (EOC) Handbook, and Storm Response Playbook. The City participated in the Countywide updates of the Local Hazard Mitigation Plan. Staff continue to conduct and develop training for community members and City staff on topics relating to disaster preparedness, response, and recovery. Staff have increased Spanish language disaster preparedness outreach, including offering classes and printed material in Spanish, and developing a peer-to-peer outreach program.  Staff is currently drafting a Citywide Continuity of Operations Plan as well as Wildfire Response Playbook.
<b>SCD3</b>	<b>Implement SB 1383 and reduce short-lived climate pollutants from organic waste. Promote voluntary compliance, protect the environment, and contribute to the City's overall sustainability goals.</b>
Update	The City has signed an agreement with Zero Waste Marin to take on responsibility for implementing many of the provisions of SB 1383, including enforcement, outreach, and edible food recovery. The City will still need to oversee and be involved with some enforcement, conduct a certain amount of our own outreach ongoing, and establish citywide procurement of paper products that meets the regulations and track them annually. Staff is currently conducting trainings in all departments on the regulations, is developing instructional materials, and is working with janitorial contractors to meet the regulations.
<b>SCD4</b>	<b>Continue to do outreach and partner with the County of Marin to implement the Reusable Foodware Ordinance to reduce waste, litter, and contamination in composting streams.</b>
Update	Staff participates in a countywide working group on the Reusable Foodware Ordinance. The City's Sustainability Fellow has been assigned to lead outreach efforts. County Environmental Health Services is conducting enforcement and will work with the Sustainability and Code Enforcement divisions when necessary.

**Attachment 1: City Council 2023-2025 Goals & Objectives Progress Update**

<b>Policy Focus Area: Sustainability, Climate Change &amp; Disaster Preparedness (SCD)</b>	
<b>SCD5</b>	<b>Collaborate with the Transportation Authority of Marin and other community partners to develop an electric vehicle (EV) strategy for San Rafael, including increasing EV's and EV charging infrastructure at City facilities and in the community.</b>
Update	The City Council accepted the City's Electric Vehicle Acceleration Strategy and <a href="#">Workplan</a> on September 5, 2023. The City completed a charging evaluation assessment on several of our facilities in April 2024 and is actively working on our implementation plan.
<b>SCD6</b>	<b>Collaborate with the County of Marin to develop and implement a comprehensive Building Electrification Plan.</b>
Update	Staff have contributed to the County of Marin's draft Building Electrification plan. The County anticipates final adoption of this plan in Summer 2024.

# Draft Infrastructure and Transportation Work Plan Projects and Programs

Objective	Milestone or Activity	Description	Primary Dept	Supporting Dept	Start Date	Target Completion	Status	Funding	Barriers & Comments	GOAL	CIP Y/N
<b>Asset Inventory and Asset Strategic Management Plan</b>											
	Asset Inventory	Develop list of assets and associated attributes, conduct data collection using LiDAR for all visible assets (e.g., curb ramps, hydrants, signage, trees, etc.), and extract/export features from LiDAR data in a format compatible with the City's GIS	PW	DS	Q3 FY '24	Q4 FY '24	In Process	Services Procured	Mitigate risk around Staff time/competing priorities with potential temp staff/intern	D: Bullet #7	N
	Management Software Selection	Procure Asset Management Software (AMS) and recommend vendor	PW	DS	Q3 FY '24	Q4 FY '24	In Process	PW/DS	In the PW/DS budget		
	Community Engagement	Provide update on asset inventory efforts and introduce project plan to the community for feedback	PW	DS	Q4 FY '24	Q1 FY '25	In Process	-	Align staff time constraints with community expectations		
	Software Rollout	Provide staff with access to AMS and training on how to search and update asset data	PW	DS	Q4 FY '24	Q2 FY '25	In Process	-	-		
	Standard Operating Procedures and Policies	Define information management and data share approach (e.g., replacement schedules, investigation of funding opportunities, reduction or expansion of inventory, etc.)	PW	DS	Q4 FY '24	Q3 FY '25	In Process	-	Staff capacity constraints		
	Inventory Update	Incorporate additional non-LiDAR asset data (e.g., location and description)	PW	DS	Q1 FY '25	Q3 FY '25	Upcoming	General Fund	Potential cost for intern/temp staff from the General Fund		
	System Integration	Integrate asset inventory with SeeClickFix (SCF) system	PW	DS	Q2 FY '25	Q3 FY '25	Upcoming	-	-		
	Software Training	Train staff on responding to SCF tickets via AMS	PW	DS	Q2 FY '25	Q4 FY '25	Upcoming	-	Dependent on Citywide implementation of SCF SOPs and SCF integration with AMS		
	Draft Asset Strategic Management Plan (ASMP)	Develop near-term and long-term maintenance goals and investigate opportunities for future buildout and utilization of asset management program	PW	DS	Q4 FY '25	Q1 FY '26	Upcoming				
	Presentation	Provide update on ASMP to City Council and seek feedback from community	PW	DS	Q2 FY '26	Q2 FY '26	Upcoming				
	Final ASMP	Finalize ASMP based on consideration of feedback	PW	DS	Q3 FY '26	Q3 FY '26	Upcoming				
<b>Citywide Bicycle and Pedestrian Plan (CBPP)</b>											
	RFP	Develop and advertise Request for Proposal (RFP)	PW	-	Q3 FY '24	Q1 FY '25	In Process	Fund 246	Staff capacity constraints. Consider hiring a traffic consultant project manager to manage the consultant team.	D: Bullet #9	Y
	Community Engagement	Create and advertise online survey to collect input and suggested improvements for CBPP update. Provide opportunities to gather input on suggested improvements at existing events. A few examples include: BPAC meetings, Movie in the Parks, neighborhood meetings, Age Friendly Task Force, Safe Routes to Schools, etc.	PW	-	Q4 FY '24	Q1 FY '26	In Process		Staff anticipates using a variety of outreach methods (e.g., meetings/workshops, online survey, pop-up event, social media campaign, etc.) to effectively engage the community and gather feedback from the largest demographic possible. Review outreach strategy with an equity lens.		
	Professional Services Agreement Award	Recommend consultant team to BPAC and City Council and award of professional services agreement	PW	-	Q2 FY '25	Q2 FY '25	Upcoming		Staff capacity constraints		
	CBPP Update	Review existing Bicycle & Pedestrian Master plan projects, suggested improvements from outreach. Prepare exhibits and report summarizing the assessment of the current network and recommendations for new or updated policies and projects. Include rough order of magnitude project costs to assist with annual CIP update	PW	Fire, PD	Q3 FY '25	Q3 FY '26	Upcoming		Staff capacity constraints		
	Presentation	Introduce and present draft CBPP update to BPAC and City Council	PW	-	Q4 FY '26	Q4 FY '26	Upcoming				
	Adoption	Finalize CBPP based on consideration of feedback and adoption of CBPP by City Council	PW	-	Q1 FY '27	Q2 FY '27	Upcoming				

Citywide Buildings and Facilities Plan (CBFP)											
	RFP	Develop and advertise Request for Proposal (RFP)	PW	-	Q1 FY '25	Q1 FY '25	Upcoming	Fund 603	Staff capacity constraints	D: Bullet #7	Y
	Professional Services Agreement Award	Recommend consultant team and award of professional services agreement to City Council	PW	-	Q2 FY '25	Q2 FY '25	Upcoming				
	Asset Inventory and Conditions Assessment	Develop list of buildings and facilities assets and associated attributes, conduct site investigations, review maintenance records, input collected data into asset management software, and prepare conditions assessment report based on compilation of data	PW	-	Q3 FY '25	Q1 FY '26	Upcoming		Hire temporary admin assistant to help collect and digitize asset inventory		
	Draft CBFP	Prepare draft report summarizing the assessment of existing buildings and facilities, recommendations for new or updated policies and projects, and maintenance and inspection plan approach	PW	-	Q1 FY '26	Q2 FY '27	Upcoming				
	Final CBFP	Finalize CBFP and include with annual budget and CIP process.	PW	-	Q3 FY '27	Q4 FY '27	Upcoming				
Citywide Storm Drain Plan (CSDP)											
	RFP	Develop and advertise Request for Proposal (RFP)	PW	-	Q3 FY '24	Q3 FY '24	Complete	Fund 205, General Fund	-	D: Bullet #6	Y
	PSA Award	Recommend consultant team and award of professional services agreement to City Council	PW	-	Q4 FY '24	Q4 FY '24	In Process		-		
	Asset Inventory and Conditions Assessment	Develop list of storm drain assets and associated attributes, conduct field data collection in three parts (i.e., topside field investigation, video inspections, and pump station assessment), extract/export features from data in a format compatible with the City's GIS, and prepare conditions assessment report based on review of storm drain data	PW	-	Q1 FY '25	Q3 FY '25	Upcoming				
	Draft CSDP	Prepare draft report summarizing the field data collection results and system needs, existing conditions, new stormwater project recommendations, and maintenance and inspection plan approach	PW	-	Q4 FY '25	Q2 FY '26	Upcoming		Staff capacity constraints and funding if additional scope needed to complete		
	Draft Drainage Design Standards	Develop draft drainage design standards and guidelines to provide guidance on how to analyze and appropriately size drainage infrastructure, including references to other relevant drainage requirements or guidance documents (e.g., MCSTOPPP water quality treatment measures and Marin County Drainage Manual)	PW	-	Q2 FY '26	Q3 FY '26	Upcoming				
	Presentation	Introduce and present draft CSDP and drainage design standards to City Council	PW	-	Q4 FY '26	Q4 FY '26	Upcoming				
	Adoption	Finalize CSDP and design standards based on consideration of feedback and adoption of them by City Council	PW	-	Q1 FY '27	Q2 FY '27	Upcoming				

FY25-26 Capital Improvement Program (CIP) Plan											
	Project Ranking Criteria Review	Evaluate project ranking criteria and process, including consideration for capacity planning and prioritization. Implement new process and criteria.	PW	CMO, FIN	Q1 FY '25	Q2 FY '25	Upcoming	General Fund	Staff capacity constraints and funding if outside consultants needed	D: Bullet #1	N
	Parks Measure A Work Plan Development	Develop Measure A Work Plan based on CPRMP priorities and recommendations and present to Parks and Recreation Commission	LR	PW	Q3 FY '25	Q3 FY '25	Upcoming	-	Staff capacity constraints		
	Goals & Objectives and DPW Work Plan	Create department Goals and Objectives for upcoming fiscal year. Create work plan that links Goals and Objectives with CIP.	PW	CMO	Q2 FY '25	Q4 FY '25	Upcoming	General Fund	Staff capacity constraints and funding if outside consultants needed. Coordination with other departments and CMO		
	CIP Budget and Report	Conduct budget analysis and program funds for high ranking CIP projects and annual programs, and prepare draft CIP report	PW	CMO, FIN	Q3 FY '25	Q4 FY '25	Upcoming	General Fund			
	Presentation	Introduce and present draft CIP plan to BPAC and City Council	PW	CMO, FIN	Q4 FY '25	Q4 FY '25	Upcoming				
	Adoption	Finalize CIP plan based on consideration of feedback and adoption by City Council	PW	CMO, FIN	Q4 FY '25	Q4 FY '25	Upcoming	General Fund			
Storm Drain Maintenance Environmental Compliance and Permitting Project											
	RFP	Develop and advertise Request for Proposal (RFP)	PW	-	Q4 FY '24	Q1 FY '25	In Process	General Fund approved request from FY24	Staff capacity constraints	Y	
	PSA Award	Select consultant team and award of professional services agreement by City Council	PW	-	Q2 FY '25	Q2 FY '25	Upcoming				
	Preliminary Environmental Assessment and Documentation	Collect site information and prepare documentation supporting applications to regulatory agencies	PW	-	Q3 FY '25	Q4 FY '25	Upcoming		Staff capacity constraints. Weather and permitting requirements		
	Environmental Clearance	Prepare and submit applications to relevant regulatory agencies and respond to application review comments	PW	-	Q4 FY '25	Q1 FY '26	Upcoming				
	Approval/Permit	Receive approval/permit from relevant regulatory agencies	PW	-	Q2 FY '26	Q2 FY '26	Upcoming		Permitting agencies timeline		
Terra Linda Park and Community Center Enhancement Plan (TLPCCPEP)											
	PSA Award	Recommend consultant team and award of professional services agreement by City Council	LR	PW	Q3 FY '24	Q3 FY '24	Complete	Measure A	RFP was advertised in Q2 FY '24.	B: Bullet 8	Y
	Site Assessment	Conduct site visit to assess existing facilities, meet with recreation and maintenance staff for needs assessment and review record documents	LR	PR	Q4 FY '24	Q1 FY '25	In Process				
	Community Engagement	Develop and implement plan for soliciting community feedback	LR	PW	Q4 FY '24	Q1 FY '25	Upcoming		Staff anticipates using a variety of outreach methods (e.g., meetings/workshops, online survey, pop-up event, social media campaign, etc.) to effectively engage the community and gather feedback from the largest demographic possible.		
	Policies and Projects	Develop and prioritize recommended policies and projects, including rough order of magnitude project costs, for consideration during the annual CIP update and considerations for ongoing maintenance and estimated cost for implementation	LR	PW	Q2 FY '25	Q2 FY '25	Upcoming				
	Draft TLPCCPEP	Prepare draft report summarizing site assessment findings and recommendations for new or updated policies and projects and maintenance and inspection approach	LR	PW	Q3 FY '25	Q3 FY '25	Upcoming				
	Presentation	Introduce and present draft TLPCCPEP to Parks and Recreation Commission and City Council	LR	PW	Q3 FY '25	Q3 FY '25	Upcoming				
	Adoption	Finalize TLPCCPEP based on consideration of feedback and adoption by City Council	LR	PW	Q4 FY '25	Q4 FY '25	Upcoming		-		



Sea Level Rise Feasibility Assessment (SLRFA)												
	Project Team Assembly and Scope	Collaborate with stakeholders, including community and technical partners, to formulate core project team and develop project scope to comply with grant deliverables	ST	PW	Q2 FY '23	Q1 FY '25	In Process			Staff capacity constraints	Sustain ability Focus Area: Bullet 1	N
	Community Engagement	Conduct workshops, facilitate regular meetings (with focus groups, steering committee, technical advisory committee, and working groups), and lead social media campaigns to educate the community about sea level rise, adaptation alternative approaches and the project, and gather feedback on adaptation preferences, information gaps, and concerns with potential SLR impacts	ST	PW	Q3 FY '23	Q3 FY '25	In Process	State grants (OPR, SCC), Marin Community Foundation				
	PSA Award	Recommend engineering consultant team and award of professional services agreement by City Council	ST	PW	Q3 FY '24	Q3 FY '24	In Process			Staff capacity constraints		
	Draft SLRFA	Prepare draft report summarizing assessment of adaptation alternatives	ST	PW	Q1 FY '25	Q3 FY '25	Upcoming					
	Presentation	Introduce and present draft SLRFA to SLR Sub-committee and accept comments	ST	PW	Q4 FY '25	Q4 FY '25	Upcoming					
	Final SLRFA	Finalize SLRFA based on consideration of feedback and integrate with Priority Development Area Plan	ST	PW	Q1 FY '26	Q1 FY '26	Upcoming					
Road Safety Planning, including adoption of Vision Zero Action Plan												
	LRSP Creation Support	Support TAM and County of Marin on Local Road Safety Plan (LRSP) creation	PW	CMO	FY '23	Q3 FY '24	Complete	TAM and County		Need to coordinate with Bike and Ped Citywide Plan, timing consideration	D: Bullet 4	Y
	LRSP Adoption	Adopt LRSP by City Council	PW	-	Q4 FY '24	Q4 FY '24	Complete	-		Ongoing until funding obtained		
	Traffic Calming Policy	Create a toolbox of traffic calming measures, create a priority list and outline the process for implementation	PW	PD, Fire	Q3 FY '24	Q3 FY '25	In Process	-		Staffing constraints; impact on other initiatives		
	Grant Application	Collaborate with County of Marin on submission of joint application for Federal Safe Streets for All planning grant	PW	-	Q4 FY '24	Q2 FY '25	In Process	Seeking SS4A Grant		Grant needed to perform action plan and CBPP		
	AB 43	Evaluate applicability of AB 43 and options for implementation	PW	PD, Fire	Q2 FY '25	Q4 FY '25	Upcoming	Fund 246		Need to coordinate with Action Plan.		
	Annual program project selection FY 24-25	Identify projects associated with annual programs related to road safety and Vision Zero goals	PW		Q1 FY '25	Q1 FY '25	Upcoming	-				
	Annual program project selection FY 25-26	Identify projects associated with annual programs related to road safety and Vision Zero goals	PW		Q3 FY '25	Q1 FY '26	Upcoming	-				
	Draft Action Plan	Create strategy and implementation plan for Vision Zero; evaluate LRSP, AB laws, other traffic initiatives, and planning documents;	PW	-	Q3 FY '25	Q3 FY '26	Upcoming	Seeking SS4A Grant		Funding for grant needed to perform action plan. Need to coordinate with CBPP, timing consideration		
	Community Engagement	Develop and implement plan for providing project updates and soliciting community input.	PW	CMO	Q3 FY '25	Q1 FY '26	Upcoming			Staff anticipates using a variety of outreach methods in conjunction with Marin County to effectively engage the community and gather feedback and educate the largest demographic possible.		
	Technical Engagement	Create Technical Advisory committee with key internal and external stakeholders. Meet throughout the Action Plan process	PW	CMO, PD, Fire	Q3 FY '25	Q4 FY '26	Upcoming			Coordination of schedules with key stakeholders. Consensus on ways to get to Zero.		
	Presentation	Introduce and present draft Vision Zero Action Plan to BPAC and City Council	PW	-	Q3 FY '26	Q3 FY '26	Upcoming					
	Adoption	Finalize plan based on consideration of feedback and adoption of Vision Zero Action Plan by City Council	PW	CMO, PD, Fire	Q3 FY '26	Q4 FY '26	Upcoming					

The following projects are included in the FY 2024-25 Capital Improvement Program

Albert J Boro Community Center: HVAC & Roof Repair Project

	Roof Assessment	Perform core sampling of existing roof and prepare report summarizing results of roof assessment and recommendations for roof repair	PW	LR	Q3 FY '24	Q2 FY '25	In Process	Fund 603		N	Y
	HVAC Assessment	Develop recommendations for enhancing efficiency, repairing and upgrading HVAC systems based on assessment of current HVAC systems and review of operation and maintenance records	PW	LR	Q3 FY '25	Q3 FY '25	Upcoming				
	Design	Develop construction documents and obtain environmental clearance	PW	-	Q4 FY '25	Q1 FY '26	Upcoming		Duration of design phase is dependent of level of repair necessary for HVAC and roof.		
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract	PW	-	Q2 FY '26	Q3 FY '26	Upcoming				
	Construction	Obtain construction-related permits and construct project	PW	-	Q4 FY '26	Q1 FY '27	Upcoming		bid results, weather conditions, coordination with events/programs at the center		

Childcare Portable Building Replacement (Pickleweed) Project

	Contract consultant from On call consultants	Request proposal and contract directly with architectural consultant from on call/ service level agreement list.	PW	-	Q4 FY '24	Q2 FY '25	Upcoming	Fund 603		N	Y
	Planning/Design	Develop conceptual plans and construction documents and obtain environmental clearance	PW	-	Q2 FY '25	Q3 FY '25	Upcoming		Staff capacity. Existing conditions constraints		
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q4 FY '25	Q4 FY '25	Upcoming				
	Construction	Obtain construction-related permits and construct project	PW	-	Q4 FY '25	Q1 FY '26	Upcoming		Supply chain and manufacturer delays on modular building. Construction can only occur during summer break from school.		

Downtown Library Modernization Project

	Grant Administration	Submit grant compliance documents for Building Forward and State Targeted grants funding	LR	PW	Q3 FY '23	Q3 FY '26	In Process	Building Forward Grant, State Targeted Grant, and Memorial Funds		B: Bullet #3	Y
	Planning	Develop conceptual design and prepare design development documents, including rough order of magnitude costs, to support selection of improvements for final project scope	PW	LR	Q3 FY '23	Q3 FY '24	Complete		-		
	Design	Develop construction documents and obtain environmental clearance	PW	LR	Q4 FY '24	Q4 FY '24	In Process				
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract	PW	LR	Q1 FY '25	Q1 FY '25	Upcoming		Design team and staff will evaluate various project delivery methods in support of successful project completion.		
	Construction	Obtain construction-related permits and construct project	PW	LR	Q1 FY '25	Q3 FY '25	Upcoming		Bid results could impact scope and timing. Discovery of unforeseen building conditions can impact project costs and timeline. Temporary site is in the process of being to continue providing library services during construction.		

Pickleweed Branch Library Redesign Project											
	Grant Administration	Submit grant compliance documents for Building Forward and State Targeted grants funding	LR	PW	Q2 FY '24	Q3 FY '26	In Process				
	RFP	Develop and advertise Request for Proposal (RFP)	LR	PW	Q2 FY '24	Q3 FY '24	Complete	Building Forward Grant and Memorial Funds	-	B: Bullet #3	Y
	PSA Award	Recommend consultant team and award of professional services agreement by City Council	LR	PW	Q4 FY '24	Q4 FY '24	Complete		-		
	Planning	Develop conceptual design and prepare design development documents, including rough order of magnitude costs, to support selection of improvements for final project scope	PW	LR	Q4 FY '24	Q2 FY '25	Upcoming		Staff capacity constraints		
	Community Engagement	Develop and implement plan for soliciting community feedback on facility improvement and upgrade options	LR	PW	Q1 FY '25	Q2 FY '25	Upcoming				
	Design	Develop construction documents and obtain environmental clearance	PW	LR	Q3 FY '25	Q4 FY '25	Upcoming				
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	LR	Q4 FY '25	Q1 FY '26	Upcoming				
	Construction	Obtain construction-related permits and construct project	PW	LR	Q1 FY '26	Q3 FY '26	Upcoming		Bid results could impact scope and timing		
Albert Park Fence Installation Project											
	Design	Revise construction documents based on site assessment and obtain environmental clearance	PW	LR	Q2 FY '24	Q3 FY '24	Complete	Measure A	Project scope was modified a few times because bid results exceeded project budget, repeatedly. Installation of taller fencing along the third base line was identified as a top priority in the CPRMP and remained part of the project scope.	N	Y
	Construction Award	Solicit for construction bids and award of construction contract by City Manager	PW	LR	Q3 FY '24	Q3 FY '24	Complete				
	Construction	Obtain construction-related permits and construct project	PW	LR	Q4 FY '24	Q4 FY '24	Complete				
Peacock Gap Park Playground Improvement Project											
	Planning/Design	Develop conceptual plans and construction documents and obtain environmental clearance	PW	LR	Q3 FY '24	Q1 FY '25	In Process	Measure A	-	B: Bullet #4	Y
	Community Engagement	Facilitate pop-up event and conduct survey to solicit community feedback on design options and present design to Parks and Recreation Commission	LR	PW	Q2 FY '25	Q2 FY '25	Upcoming				
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	LR	Q3 FY '25	Q3 FY '25	Upcoming				
	Construction	Obtain construction-related permits and construct project	PW	LR	Q4 FY '25	Q1 FY '26	Upcoming		Bid results; construction material lead time and weather conditions		

Pickleweed Park Enhancement & Field Renovation Project												
	Grant Administration	Submit grant compliance documents to secure and maintain Land and Water Conservation Fund (LWCF) funding and request for project cost reimbursements	LR	PW	Q2 FY '24	Q3 FY '26	In Process	LWCF National Parks Grant, General Fund	Planning, grant applications, and community outreach meetings/events were completed prior to Q3 FY '24.	B: bullet #2	Y	
	Design/Permitting	Prepare construction documents and obtain necessary environmental permits	PW	LR	Q2 FY '23	Q4 FY '24	In Process		-			
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	LR	Q1 FY '25	Q1 FY '25	Upcoming					
	Construction	Obtain construction-related permits and construct project	PW	LR	Q2 FY '25	Q3 FY '26	Upcoming		Secure additional funding; bids results could impact scope and timing; weather conditions and environmental permit requirements; need to share space with other construction projects in the area			
B St Culvert Replacement Project												
	Design Revision	Revise construction documents based on feedback from San Rafael Sanitation District	PW	-	Q3 FY '24	Q3 FY '24	Complete	Fund 206	Project timeline was impacted by weather conditions and utility coordination; therefore, project had to be readvertised for construction bids.	N	Y	
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q4 FY '24	Q4 FY '24	Complete					
	Construction	Obtain construction-related permits and construct project	PW	-	Q1 FY '25	Q3 FY '25	Upcoming		Consider construction inspector to assist with staff capacity.			
FY24-25 Corrugated Metal Pipe Replacement Project												
	Planning	Identify and prioritize pipe segments for replacement based on ongoing operation and maintenance records	PW	-	Q4 FY '24	Q1 FY '25	Upcoming	Fund 205, Fund 206	Staff capacity and funding	N	Y	
	Design	Develop construction documents and obtain environmental clearance	PW	-	Q1 FY '25	Q2 FY '25	Upcoming					
	Construction Award	Solicit for construction bids and award of construction contract by City Manager	PW	-	Q2 FY '25	Q2 FY '25	Upcoming					
	Construction	Obtain construction-related permits and construct project	PW	-	Q2 FY '25	Q4 FY '25	Upcoming		Bid results; construction material lead time and weather conditions			
San Quentin Pump Station Reconstruction Project												
	Construction	Obtain construction-related permits and construct project			Q4 FY '23	Q3 FY '24	Complete	ARPA		N	Y	
	Construction Resumption	Resume construction and complete project			Q1 FY '25	Q1 FY '26	Upcoming		Construction material lead time and weather conditions			
Large Trash Capture Projects - 5 Locations (MCSTOPPP)												
	RFP	Develop and advertise Request for Proposal (RFP)	PW	-	Q1 FY '25	Q1 FY '25	Upcoming	EPA WQIF Grant, Caltrans Cooperative Agreement	Device installation requires pump station upgrades leading to project cost going over available grant funding.	N	Y	
	PSA Award	Recommend consultant team and award of professional services agreement by City Council	PW	-	Q2 FY '25	Q2 FY '25	Upcoming					
	Design	Develop construction documents and obtain environmental clearance	PW	-	Q3 FY '25	Q4 FY '26	Upcoming					
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q1 FY '27	Q1 FY '27	Upcoming					
	Construction	Obtain construction-related permits and construct project	PW	-	Q2 FY '27	Q2 FY '28	Upcoming		Bid results; construction material lead time and weather conditions. Funding short falls			

Canal Active Transportation Experience Improvements Project									
Grant Administration	Submit grant compliance documents to secure and maintain Active Transportation Program Cycle 6 (ATP 6) funding and request for project cost reimbursements	PW	-	Q2 FY '24	Q4 FY '28	In Progress	ATP Grant, Fund 206		
RFP	Develop and advertise Request for Proposal (RFP) for Project Approval	PW	-	Q4 FY '24	Q1 FY '25	In Process		Staff TBD; will hire/manage consultant	
PSA Award	Recommend consultant team and award of professional services agreement by City Council	PW	-	Q2 FY '25	Q2 FY '25	Upcoming		-	
PA&ED	Conduct preliminary design, environmental scoping and prepare necessary environmental documentation	PW	-	Q3 FY '25	Q4 FY '25	Upcoming		Construction funding available FY '27	
Community Engagement	Introduce and present project conceptual design to community for feedback	PW	-	Q4 FY '25	Q4 FY '25	Upcoming		Grant application scope of work set. Outreach focused on lighting	
Lighting Policy	Review lighting policy and ordinance for lighting along Jean Starkweather pathway	PW	-	Q4 FY '25	Q4 FY '25	Upcoming		Review with community, Parks & Recreation Commission, and City Council. Parks currently closed sunset to sunrise.	
Design RFP	Develop and advertise Request for Proposal (RFP) for design phase	PW	-	Q1 FY '26	Q1 FY '26	In Process		Staff TBD; will hire/manage consultant	
Design PSA Award	Recommend consultant team and award of professional services agreement by City Council	PW	-	Q2 FY '26	Q2 FY '26	Upcoming		-	
Design	Develop construction documents based on consideration of feedback from conceptual design	PW	-	Q3 FY '26	Q1 FY '27	Upcoming		Project timeline is dependent on federal funding procedures and may be impacted by necessary utility coordination.	
Caltrans Field Review, Environmental Studies and Approval	Coordinate with Caltrans to review project scope and agree on project requirements necessary to comply with federal and state laws and regulations. Prepare and submit documentation for compliance with the National Environmental Policy Act (NEPA) and other applicable federal environmentally related laws, and adherence to public hearing process for approval.	PW	-	Q3 FY '26	Q4 FY '26			Project timeline is dependent on federal funding procedures and may be impacted by necessary utility coordination.	
Caltrans Right-of-Way Certification and Utility Coordination	Coordinate with Caltrans for right-of-way certification, adherence to utility relocation procedures, and prepare and submit documentation necessary to comply with federal and state laws and regulations.	PW	-	Q4 FY '26	Q1 FY '27		Project timeline is dependent on federal funding procedures and may be impacted by necessary utility coordination.		
Bid Advertisement & Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q2 FY '27	Q2 FY '27	Upcoming			
Construction	Obtain construction-related permits and construct project	PW	-	Q3 FY '27	Q3 FY '28	Upcoming	Project timeline is dependent on federal funding procedures and may be impacted by necessary utility coordination. Construction funding available in fiscal year 2027.		

D:  
Bullet #2  
Y

Canal Alliance Mid-Block Crossing Enhancement Project									
Grant Administration	Submit grant compliance documents to secure and maintain grant funding and request for project cost reimbursements	PW	-	Q3 FY '24	Q2 FY '26	In Progress	<p>City secured: Transportation Development Act (TDA) and Transportation Fund for Clean Air (TFCA) funding. Canal Alliance working on remaining funding shortage. City just recommended CDGB funding for a portion of the project.</p> <p>TDA, TFCA, CDGB, Canal Alliance</p> <p>Bid results; construction material lead time. Funding short falls</p>	N	Y
Contract consultant from On call consult	Request proposal and contract directly with architectural consultant from on call/ service level agreement list within City Manager authority	PW	-	Q1 FY '25	Q1 FY '25	Upcoming			
Design	Develop construction documents based on conception design and obtain environmental clearance	PW	-	Q1 FY '25	Q2 FY '25	Upcoming			
Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q3 FY '25	Q3 FY '25	Upcoming			
Construction	Obtain construction-related permits and construct project	PW	-	Q4 FY '25	Q1 FY '26	Upcoming			
Fourth St/Miracle Mile at Second St and West Crescent Dr Project									
Grant Administration	Submit grant compliance documents to secure and maintain One Bay Area Grant Cycle 3 (OBAG 3) funding and request for project cost reimbursements	PW	-	Q2 FY '24	Q1 FY '28	In Progress	<p>MTC Grant, Fund 206</p> <p>Coordination with utility companies, especially for relocation of cabinets and undergrounding of overhead lines, can heavily influence project timeline. Adherence to OBAG 3 federal funding procedures, e.g. Caltrans field review, will lengthen project timeline.</p> <p>Project timeline is dependent on federal funding procedures and may be impacted by necessary utility coordination.</p> <p>Project timeline is dependent on federal funding procedures and may be impacted by necessary utility coordination.</p> <p>Coordination with utility companies, especially for relocation of cabinets and undergrounding of overhead lines, can heavily influence project timeline.</p>	D: Bullet #1	Y
PA&ED	Conduct preliminary design and prepare necessary environmental documentation	PW	-	Q1 FY '24	Q3 FY '25	In Progress			
Design	Prepare construction documents based on consideration of feedback from conceptual design options and obtain environmental clearance	PW	-	Q1 FY '24	Q2 FY '26	In Progress			
Caltrans Field Review, Environmental Studies and Approval	Coordinate with Caltrans to review project scope and agree on project requirements necessary to comply with federal and state laws and regulations. Prepare and submit documentation for compliance with the National Environmental Policy Act (NEPA) and other applicable federal environmentally related laws, and adherence to public hearing process for approval.	PW	-	Q3 FY '24	Q4 FY '25				
Community Engagement	Develop and implement plan for obtaining feedback on downtown gateway design	PW	-	Q3 FY '25	Q3 FY '25	Upcoming			
Caltrans Right-of-Way Certification and Utility Coordination	Coordinate with Caltrans for right-of-way certification, adherence to utility relocation procedures, and prepare and submit documentation necessary to comply with federal and state laws and regulations.	PW	-	Q1 FY '26	Q2 FY '26				
Bid Advertisement & Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q2 FY '26	Q3 FY '26	Upcoming			
Construction	Obtain construction-related permits and construct project	PW	-	Q4 FY '26	Q4 FY '27	Upcoming			

FY24-25 City-Led Sidewalk Repair Project											
	Design	Prepare construction documents and obtain environmental clearance	PW	-	Q2 FY '25	Q3 FY '25	Upcoming	Fund 206	Staff capacity	N	Y
	Construction Award	Solicit for construction bids and award of construction contract by City Manager	PW	-	Q4 FY '25	Q4 FY '25	Upcoming				
	Construction	Obtain construction-related permits and construct project	PW	-	Q4 FY '25	Q1 FY '26	Upcoming				
FY24-25 Pavement Maintenance Project											
	Design	Prepare construction documents and obtain environmental clearance	PW	-	Q2 FY '25	Q3 FY '25	Upcoming	Fund 206/ RMRA	Staff capacity	N	Y
	Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q3 FY '25	Q3 FY '25	Upcoming				
	Construction	Obtain construction-related permits and construct project	PW	-	Q4 FY '25	Q2 FY '26	Upcoming		Bid results; weather		
Lincoln Ave Safety Improvement Project											
	Grant Administration	Submit grant compliance documents to secure and maintain Highway Safety Improvement Program (HSIP) funding and request for project cost reimbursements	PW	-	Q4 FY '24	Q4 FY '26	In Progress	HSIP Funds and Gas Tax Funds #206		N	Y
	PSA Award	Solicit proposals for professional design services and recommend consultant team for award of professional services agreement by City Manager	PW	-	Q1 FY '25	Q1 FY '25	Upcoming				
	Design	Prepare construction documents and obtain environmental clearance	PW	-	Q2 FY '25	Q3 FY '25	Upcoming		Staff capacity		
	Construction Award	Solicit for construction bids and award of construction contract by City Manager	PW	-	Q4 FY '25	Q4 FY '25	Upcoming				
	Construction	Obtain construction-related permits and construct project	PW	-	Q1 FY '26	Q3 FY '26	Upcoming		Bid results		
San Rafael Canal Crossing Project											
	Feasibility Study RFP	Develop and advertise Request for Proposal (RFP) to conduct feasibility study	PW	-	Q3 FY '25	Q4 FY '25	Upcoming	ATP Grant	Starting in April '25; staff constraints	D: Bullet #2	Y
	PSA Award	Recommend consultant team and award of professional services agreement by City Council	PW	-	Q1 FY '26	Q1 FY '26	Upcoming		-		
	Feasibility Study	Develop plan for community engagement, conduct feasibility study and prepare draft report with recommendations, including rough order of magnitude costs and funding opportunities	PW	-	Q2 FY '26	Q1 FY '28	Upcoming		Timeline estimated; Council to receive outreach/presentations; task will expand in FY '25		
	Community Engagement	Introduce project feasibility study to the community for feedback	PW	-	Q3 FY '26	Q3 FY '26	Upcoming				
	Community Engagement	Provide update on feasibility study and draft recommendations to the community for feedback	PW	-	Q1 FY '28	Q1 FY '28	Upcoming				
	Final Feasibility Study	Finalize feasibility study report based on consideration of feedback	PW	-	Q2 FY '28	Q2 FY '28	Upcoming				

South Merryvale Rd - Civic Center Connector Pathway Project

Grant Administration	Submit grant compliance documents to secure and maintain Reconnecting Communities and Neighborhoods (RCN) Grant Program funding and request for project cost reimbursements	PW		Q1 FY '25	Q1 FY '28	Upcoming	RCN grant and Fund 206 (Measure B)	Project timeline is dependent on federal funding procedures and may be impacted by necessary utility coordination.	N	Y
RFP	Develop and advertise Request for Proposal (RFP)	PW	-	Q1 FY '25	Q1 FY '25	Upcoming				
PSA Award	Recommend consultant team and award of professional services agreement by City Council	PW	-	Q2 FY '25	Q2 FY '25	Upcoming				
Planning/Design	Develop conceptual plans and construction documents and obtain environmental clearance	PW	-	Q3 FY '25	Q3 FY '26	Upcoming				
Caltrans Field Review, Environmental Studies and Approval	Coordinate with Caltrans to review project scope and agree on project requirements necessary to comply with federal and state laws and regulations. Prepare and submit documentation for compliance with the National Environmental Policy Act (NEPA) and other applicable federal environmentally related laws, and adherence to public hearing process for approval.	PW	-	Q4 FY '25	Q2 FY '26	Upcoming				
Community Engagement	Introduce and present conceptual plans to BPAC and the community for feedback	PW	-	Q1 FY '26	Q1 FY '26	Upcoming				
Caltrans Right-of-Way Certification and Utility Coordination	Coordinate with Caltrans for right-of-way certification, adherence to utility relocation procedures, and prepare and submit documentation necessary to comply with federal and state laws and regulations.	PW	-	Q2 FY '26	Q3 FY '26	Upcoming				
Bid Advertisement & Construction Award	Solicit for construction bids and award of construction contract by City Council	PW	-	Q4 FY '26	Q4 FY '26	Upcoming				
Construction	Obtain construction-related permits and construct project	PW	-	Q1 FY '27	Q4 FY '27	Upcoming	Bid results			

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## Select Slides from the Citywide Performance Dashboard 2024 Update

View the Performance Measurement Dashboard. 2024 Dashboard Live 5/20/2024.

<https://www.cityofsanrafael.org/performance-metrics>

### Economic Growth: Visits to Downtown San Rafael

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**Definition:** Number of estimated monthly unique visits to the San Rafael Downtown district as a whole. The Downtown District is defined in the General Plan and extends West to include Montecito Plaza. A visit is included in the dataset when someone spends more than 10 minutes Downtown.

**Current Metric (2023 and 2024 YTD):**

- 2023 Visitors**  
Monthly unique visits by Visitors: **926K**  
Change since 2019: **+1.5%**
- 2023 Employees**  
Monthly unique visits by Visitors: **158K**  
Change since 2019: **-9.7%**
- 2024 YTD Visitors**  
Monthly unique visits: **957K**  
Change since 2019 (Jan - April): **+6.5%**
- 2024 YTD Employees**  
Monthly unique visits: **163K**  
Change since 2019 (Jan - April): **+6.8%**

**Summary:** Average monthly foot traffic in 2023 by visitors was higher than pre-pandemic foot traffic for the first time! In

### Diversity, Equity, Inclusion, & Belonging: Workforce Diversity

#### Workforce demographics

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**Definition:** The percentage and numerical breakdown of race, ethnicity, and gender of regular employees of the City of San Rafael. Employees voluntarily indicate their race, ethnicity, and gender to HR after getting hired. People of Color (POC) employees are all non-white employees at the City of San Rafael. Employees that identify as Black, Hispanic, Asian, Two or More Races, American Indian or Alaska Native, or Native Hawaiian or other Pacific Islander are considered a POC for this analysis.

**Most Recent Metric (2023 Data):**

- 175 out of 437 (40.0%)** regular employees identify as women
- 165 out of 437 (37.8%)** regular employees identify as POC

**Summary:** The percentage of regular employees who are POC have increased significantly in the last 10 years, from 24.5% in 2012, to 37.8% in 2023. The percentage of women employees have stayed constant at

Compare to City Demographics | View details by race/ethnicity

# Housing and Homelessness:



## Case Management Clients Transitioned to Permanent Supportive Housing

**Definition:** The number of case management clients in the two City-funded programs, broken down by steps in their pathway to housing. The two programs, the Encampment Resolution Case Management Program, and the High Utilizer Program, engage unserved people living in encampments. Case management staff work to build trust, assess for housing assistance eligibility, obtain identification and other documents required for housing, address credit-related barriers, search for apartments, and support clients in maintaining housing.

The graphic displays the number of people currently in each step of the process before getting housing.

**Metric:**

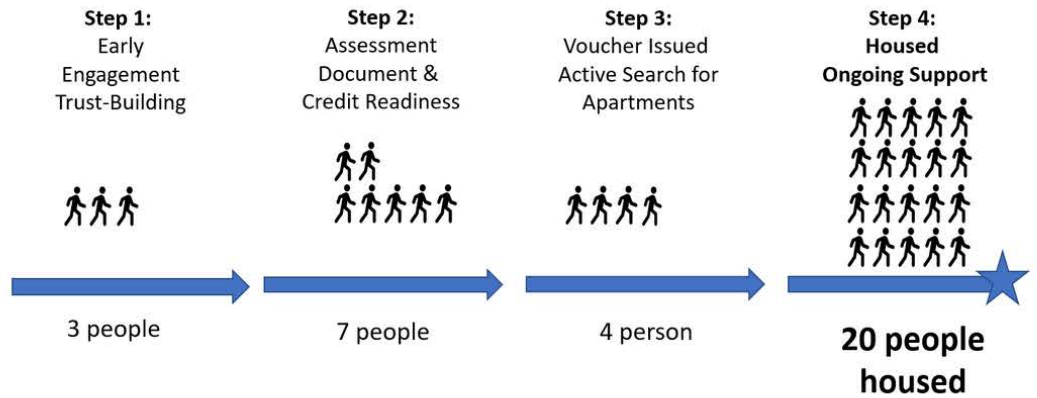
**20 out of 34 participants have been housed**  
**9 people were housed in 2023**

**Summary:** 20 people in the two programs have been housed.

**Target: In 3 years...**

1.46 of 65 case management clients gain and maintain permanent housing, and

### Current Step on the Path to Housing Case Management Clients in City-Funded Services



# Operational Metrics: Crime



## Group A Offenses Reported in San Rafael

**Definition:** This dataset includes all Group A offenses reported within the San Rafael jurisdiction. Offenses are categorized as Group A offenses by the National Incident-Based Reporting System (NIBRS) based on the seriousness, frequency, and prevalence of the offense. All Group A offenses are defined [here](#).

**Metric (2023 Data):**

**4,046 Total Group A Offenses**  
 (-11.6% since 2022)

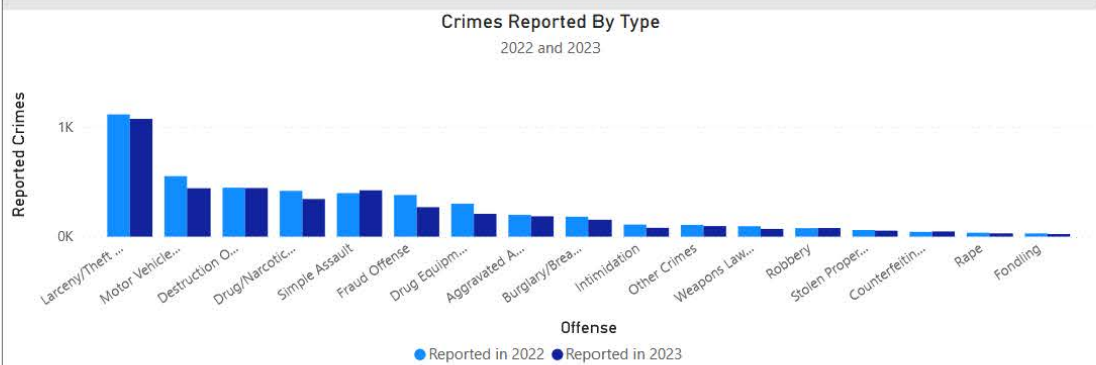
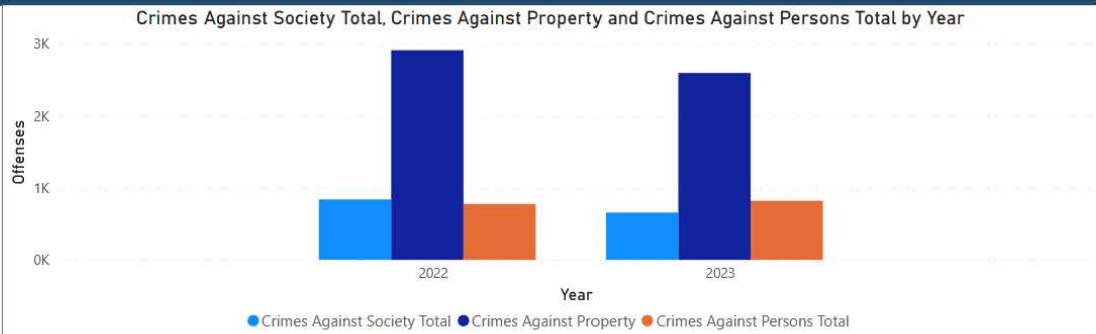
**780 Crimes Against Persons** (-5.3% since 2022)

**2,606 Crimes Against Property** Total  
 (-10.4% since 2022)

**660 Crimes Against Society** (-21.6%)

**Summary:** Total Group A offenses and almost every category of Group A offenses dropped in 2023 compared to 2022.

**Data source:** San Rafael Police Department NIBRS Data



# Operational Metrics:

## Number of Code Enforcement Cases Opened

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### Definition:

The City of San Rafael Code Enforcement Division is the enforcement arm of the Community Development Department. Code Enforcement Officers work with the other city departments as well as the City Attorney's Office to investigate and enforce violations of city and state code. A code enforcement case can open in a few ways:

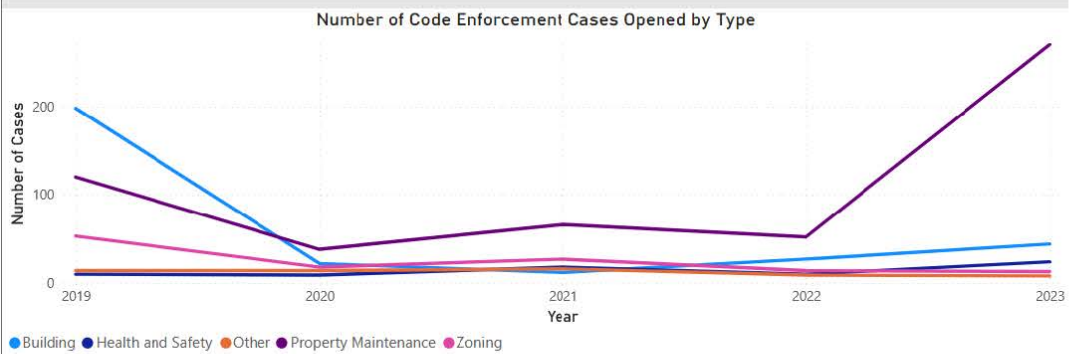
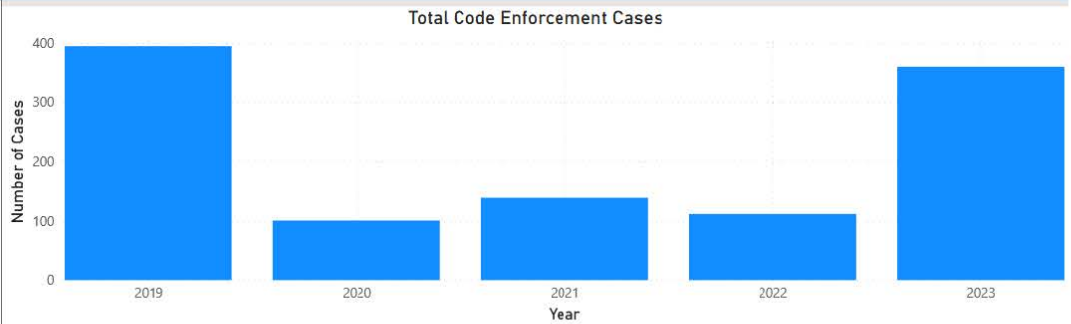
- City staff or other government agencies observe a violation.
- As part of a pro-active program, such as our Housing Inspection program.
- In response to a complaint by an individual.

### Metric (2023 Data):

**359 Code Enforcement Cases Opened**  
(-10% since 2019)

**Summary:** The number of code enforcement cases opened dropped to almost a third of 2019 cases during the pandemic years (2020 - 2022). In 2023 Property Maintenance code cases were the most common case type.

**Data source:** San Rafael Code Enforcement Team - Data tracked in TrakIT



# Operational Metrics: Community Development

## Permits Issued

Home Back



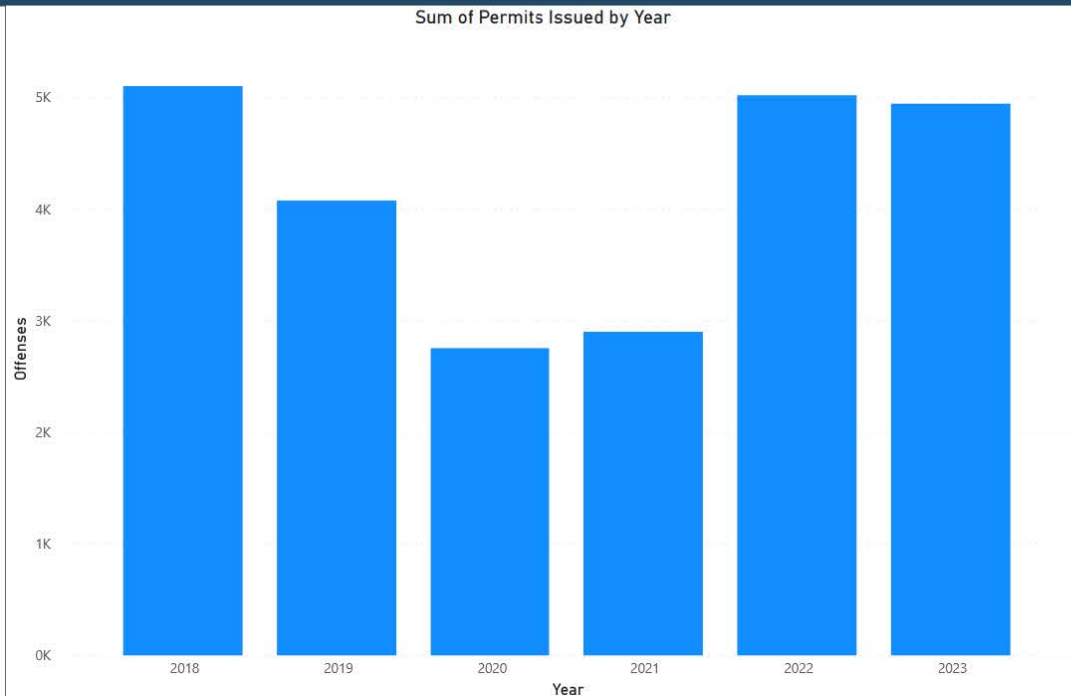
**Definition:** This dataset includes permits issued by the City of San Rafael, including the Community Development Department, Fire, and Public Works.

### Metric (2023 Data):

**4,944 Total Permits Issued**  
(+21.3% since 2019)

**Summary:** The total number of permits issued by the City of San Rafael has stayed constant between 2022 and 2023, and increased by 20% since 2019.

**Data source:** TrakIT





**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: City Manager’s Office/Human Resources

Prepared by: Angela Robinson Piñon,  
Assistant City Manager

Marissa Sanchez,  
Human Resources Director

City Manager Approval: 

**TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH SAN RAFAEL POLICE ASSOCIATION (SRPA)**

**SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL POLICE ASSOCIATION (SRPA) (JUNE 1, 2024 THROUGH JUNE 30, 2027)**

**RECOMMENDATION:**

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Police Association (SRPA) beginning June 1, 2024, and ending June 30, 2027.

**BACKGROUND:**

The San Rafael Police Association (SRPA) represents 82 employees in the San Rafael Police Department, including both sworn and civilian positions. The most recent Memorandum of Understanding (“MOU”) for SRPA will expire on June 30, 2024. 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 signed a total package tentative agreement for a three-year successor MOU effective June 1, 2024, and SRPA membership ratified the proposal on May 14, 2024.

The City’s negotiations were informed by the following:

- Fiscal sustainability and predictability
  - Revenue assumptions
  - Expenditure assumptions
  - Inflation and recession projections
- Three-year MOUs
- Recruitment and retention of employees
  - Vacancy and attrition rates
  - Hard to fill job classifications
- Compensation of comparable agencies as specified in the current MOU

**FOR CITY CLERK ONLY**

Council Meeting: \_\_\_\_\_

Disposition: \_\_\_\_\_

- Internal equity and compaction

**ANALYSIS:**

The following section summarizes the terms and significant economic items in the successor MOU between the City and SRPA. In addition to the economic items, some operational items were addressed in the final tentative agreement.

- 1. Term of the Agreement:** June 1, 2024, through June 30, 2027
- 2. Wage Increases (Article 3.1.2):** All classifications in the bargaining group will receive a 3.0% cost of living salary increase each year of the MOU. In addition, individual classifications will receive equity adjustments based on the labor market adjustment agreed to for each position. The total value of the salary increases applied across the bargaining group is as follows:
  - a. Year 1: The total value of a 7.57% base wage increase<sup>1</sup>, which includes equity adjustments ranging between 1.0-4.0%, depending on the position
  - b. Year 2: The total value of a 4.16% base wage increase, which includes equity adjustments ranging between 0-1.5%, depending on the position
  - c. Year 3: The total value of a 4.33% base wage increase, which includes equity adjustments ranging between 0-1.5%, depending on the position

The salary schedule included in the attached MOU authorizes the proposed new salary range for each position, including the addition of Step F for selected classifications.

- 3. Full Flex Cafeteria Plan (Article 4.2.1):** To address rising healthcare costs and improve the City’s ability to recruit and retain employees and to improve the market position among comparator agencies, employees will receive an increase in their monthly flex dollar allowance as noted below:

Health Tier	Current	Increase	Effective Dec 2024
Employee Only	\$ 853.48	\$ 96.52	\$ 950.00
Employee +1 dependent	\$ 1,708.13	\$ 191.87	\$ 1,900.00
Employee + Family	\$ 2,220.68	\$ 179.32	\$ 2,400.00

For the term of this MOU, on December 15, 2025, and December 15, 2026, the flex dollar amount shall increase up to a maximum of 5%, based on the Kaiser Bay Area premium rate increase. If the Kaiser Bay Area premium rate increase is between 10%-15%, the City and employees represented by SRPA will split the cost of the increase above ten percent (10%) evenly. Should the rate increase exceed 15%, the City and the Association agree to reopen the MOU to negotiate the employer’s contribution to healthcare. Upon expiration of the MOU, the flex dollar amount increase shall revert back to a maximum of 3%, based on the Kaiser Bay Area premium rate increase.

- 4. Certificate Incentive (Article 3.3.5):** Increases in compensation for sworn officers with an advanced [California Peace Officer Standards and Training \(POST\)](#) certificate from 5.0% to 7.5% of base hourly pay. Additionally, add the POST “Public Safety Dispatcher Advanced Certificate” to the

---

<sup>1</sup> The “total value” of a base wage increase is the total cost of the wage increase across all represented classifications and includes the cost of living salary increase and applicable equity adjustments.



list of certifications eligible for an incentive and include a 4.0% increase to base hourly pay for employees that have earned that certification.

5. **Bilingual Pay (Article 3.3.6):** Increases compensation for employees fluent in a language other than English. Employees who demonstrate proficiency in speaking and writing a language may receive up to an additional \$250 monthly.
6. **Longevity (Article 3.3.19):** Starting July 1, 2025, sworn employees with at least eight years of experience will receive additional compensation based on their law enforcement experience. Under the MOU, a sworn employee with eight years of law enforcement experience, as specified under section 830.1 of the California Penal Code, would receive a 2.5% increase above their base hourly pay rate. Sworn employees with 12 or more years of experience would receive an additional 2.5%, for a total of 5.0% above their base hourly pay rate.
7. **Non-Economic Items:** In addition to the items discussed above, an agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:
  - Gender Neutral Language (Throughout MOU): Replaced references to “he,” “she,” “his,” and “hers” with “they,” “them,” and “their.”
  - Definitions (Section 3.1.3): Updated the definition of “total” compensation to include longevity pay available to employees with 12 or more years of experience.
  - Holidays – Days Observed (Section 5.4.1): Incorporates side letter recognizing Juneteenth as a City holiday.
  - Bereavement Leave (Section 5.4.1): Updated existing bereavement language to comply with changes in state law.
  - Paid Parental Leave (Section 5.4.9): Provides 300 hours of paid parental leave for employees following the birth or adoption of a child.
  - End of Life Care Leave (Section 5.4.10): Provides up to 80 hours of paid leave for an employee who is providing care to a family member at the end of their life.

**FISCAL IMPACT:**

The current total annual salary and benefit cost for the 82 employees of SRPA is \$18,497,590. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	<b><u>Incremental FY 2024-25</u></b>	<b><u>Incremental FY 2025-26</u></b>	<b><u>Incremental FY 2026-27</u></b>
<b>Wages:</b>			
Salary	\$849,540	\$635,522	\$503,424
<b>Other Costs:</b>			
Pension*	\$488,142	\$365,168	\$289,266
Taxes (Medicare, WC)	\$ 77,078	\$ 57,660	\$ 45,675
Benefits	<u>\$132,050</u>	<u>\$ 87,336</u>	<u>\$ 91,935</u>
<b>Total Annual Incremental Costs:</b>	<b>\$1,546,810</b>	<b>\$1,145,686</b>	<b>\$930,300</b>
<b>Total Over Term of Contract:</b>	<b>\$4,640,430</b>	<b>\$2,291,372</b>	<b>\$930,000</b>
			<b>\$7,979,998</b>

*\*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.*

Over the term of the agreement, the contract costs are \$7,979,998 for an effective date of June 1, 2024. The increase in compensation included in this resolution is being reflected in the City's fiscal year 2024-25 proposed budget. Funding for these positions comes from the City's General Fund.

**OPTIONS:**

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

- Adopt the resolution.
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

**RECOMMENDED ACTION:**

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Police Association (SRPA) beginning June 1, 2024, and ending June 30, 2027.

**ATTACHMENTS:**

1. Resolution with attached MOU between the City of San Rafael and the San Rafael Police Association for June 1, 2024, to June 30, 2027 (and all attachments)
2. Draft MOU with tracked changes

**RESOLUTION NO.**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL POLICE ASSOCIATION (SRPA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JUNE 1, 2024 THROUGH JUNE 30, 2027)**

**WHEREAS**, the City of San Rafael and representatives of SRPA have met and conferred in good faith with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

**WHEREAS**, a Memorandum of Understanding (“MOU”) pertaining to the three-year period from June 1, 2024, through June 30, 2027, has been ratified by SRPA members.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1: From and after the date of adoption of this Resolution, the City of San Rafael and San Rafael Police Association (SRPA) shall utilize the MOU for the period beginning June 1, 2024, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by SRPA.

Section 2: The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

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 the City of San Rafael, held on the 20<sup>th</sup> of May 2024, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

---

Lindsay Lara, City Clerk



**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF SAN RAFAEL**

*and*

**SAN RAFAEL POLICE ASSOCIATION**

*JUNE 1, 2024 - JUNE 30, 2027*

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- 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 June 1, 2024 and ending June 30, 2027.

**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 June 1, 2024 through June 30, 2027.

**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, 2024.

## **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 Meyers-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 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 first full pay period including June 1, 2024, or the first full pay period following City Council ratification of a new MOU, whichever occurs later:
  - A 3.0% cost of living adjustment for all classifications and the City shall eliminate Step A1 from the salary schedule. Additionally, the salary range for the following classifications, Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher, and Police Support Services Supervisor shall have an additional step added to the top of the salary range (Step F) for each position, which is five percent (5%) above Step E. All employees in the Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher and Police Support Services Supervisor classifications that have completed at least one year of service at Step E of their classification shall advance to Step F in the first full pay period after Council approves the successor MOU.
  - A 2.0% equity adjustment increase for the Police Communications Dispatcher classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Lead Communications Dispatcher classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Support Services Supervisor classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Records Specialist/Call Taker classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Mental Health Liaison classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Officer classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Corporal classification (5% total increase) on June 1, 2024;
  - A 4.0% equity adjustment increase for the Police Sergeant classification (7% total increase) on June 1, 2024; and

- All other classifications receive an equity adjustment of 1% (4% total increase) on June 1, 2024.
- Effective July 1, 2025:
  - A 3.0% cost of living adjustment for all classifications;
  - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2025;
  - A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2025; and
  - All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2025.
- Effective July 1, 2026:
  - A 3.0% base wage increase cost of living adjustment for all classifications;
  - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2026;
  - A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2026; and
  - All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2026.

### 3.1.3. Definitions

**Total Compensation** shall be defined as: Top step salary, maximum longevity pay available to employees with 12 or more years of experience, 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.

#### *3.1.4. 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.

#### *3.1.5. 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*

All initial employment shall be at the entry level step for the base hourly pay rate as indicated in Attachment A. The City Manager or their designee may authorize, upon the recommendation of the Police Chief, a position at an appropriate higher salary when, in their 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 base hourly pay rate schedule. Advancement to a higher base hourly rate within the schedule may be granted for continued improvements and efficient and effective service by the employee in the performance of their duties. Base 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 rate may be granted a merit pay award of up to five percent (5%) above and beyond their base hourly pay rate. 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, they 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 Chief of Police (the “Chief”) or designee concerning the particular course. The decision of the Chief shall be final. To be approved by the Chief, the Chief 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 finds that the course is job-related and approves the employee’s request, the employee shall submit a request for reimbursement to the Chief 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.

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.

<b>Time between receiving reimbursement and termination of employment</b>	<b>Percentage of tuition reimbursement to be repaid to the City</b>
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 July 1, 2024, the payment for POST Intermediate or Advance Certification to Police Officer, Police Corporal or Police Sergeant shall be:

<i>Intermediate Certificate</i>	<i>3.0% increase to base hourly pay rate</i>
<i>Advanced Certificate</i>	<i>7.5% increase to base hourly pay rate</i>

Effective with the pay period start date of July 1, 2024, the payment for POST certificates for Police Communication Dispatcher, Police Lead Communications Dispatcher, or Police Support Services Supervisor shall be:

<i>Public Safety Dispatcher Intermediate Certificate</i>	<i>3.0% increase to base hourly pay rate</i>
<i>Public Safety Dispatcher Advanced Certificate</i>	<i>4.0% increase to base hourly pay rate</i>
<i>Records Supervisory Certificate</i>	<i>5.0% increase to base hourly pay rate</i>

**3.3.6. Bilingual Pay**

**Expert Fluency Program.** A ten percent (10%) pay incentive shall be paid to up to eleven (11) designated bilingual employees (sworn or non-sworn). With the approval of the Chief of Police and the City Manager, more than eleven (11) employees may be designated as eligible for the Expert Fluency Program.

**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). With the approval of the Chief of Police and the City Manager, more than ten (10) employees may be designated as eligible for the Expert Fluency Program.

**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). With the approval of the Chief of Police and the City Manager, more than thirty-five (35) employees may be designated as eligible for the Conversational Fluency Program. 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 and by the City Manager. 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 July 1, 2018**

	<b>Classification</b>	<b>Semi - Annual</b>	<b>Annual</b>
A.	All sworn employees, Police Service Specialist	\$730.00	\$1,460.00
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 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. 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 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 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.
- 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 hourly pay rate: Operation of a solo-motorcycle for more than 50% of their 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. 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. 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 base hourly pay rate. 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 base hourly pay rate. 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 rate. 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 base hourly pay rate subject to the restrictions stated in the attached Canine Handler Program Side Letter.

### *3.3.18. Hiring Incentives for Lateral Police Officers*

To be eligible for the below hiring incentives, a qualified lateral police officer candidate ("Eligible Lateral Hire") must, at the time of filing the employment application: (1) be currently working for another California law enforcement agency, (2) have two years' experience as a full-time peace officer in California, and (3) possess a current California P.O.S.T. certificate. Lateral officer hires with prior full-time San Rafael Police Department experience are not eligible under the terms of this Agreement unless they have a minimum of two years' separation from the San Rafael Police Department as a full-time peace officer and have met the requirements of (1) and (3) described above for Eligible Lateral Hires, in which case they will be deemed an Eligible Lateral Hire for purposes of this hiring incentive plan.

Any employee who served as a peace officer with other police agencies with no break in service immediately prior to employment with the City of San Rafael will be credited with years of sworn service in such previous employment solely for the purpose of determining vacation accruals on a prospective basis after certification of the prior years of sworn service. Any period of 30 calendar days or less when moving between agencies will not be considered a break in service.

Upon hire and commencement of work as a Police Officer with the City of San Rafael, an Eligible Lateral Hire from another law enforcement agency will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRAs members

Upon successful completion of the field training program, as determined by Police Administration, the Eligible Lateral Hire will receive five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRAs members.



Upon successful completion of the probationary period (eighteen months) as a Police Officer, the Eligible Lateral Hire will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRAs members.

Upon successful completion of three complete years of City service the Eligible Lateral Hire will receive a ten thousand dollars (\$10,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRAs members.

The City retains the right and exclusive authority to offer step placement above "B" Step of the Police Office salary range based on the Eligible Lateral Hire's qualifications and other factors such as current salary. The salary range placement shall be included in the conditional employment offer letter provided to the lateral officer.

Current San Rafael Police Department Employees who refer an Eligible Lateral Hire will receive an incentive of two thousand five hundred dollars (\$2,500) for hired and retained Eligible Lateral Hires. The referral incentive for current San Rafael Police Department Employees is not Compensation Earnable for Classic members nor Pensionable Compensation for PEPRAs members.

Only one current San Rafael Police Officer can be identified as the referring officer for each Eligible Lateral Hire for purposes of the referral incentive outlined above. The current San Rafael Police Officer referring the Eligible Lateral Hire must be identified in writing by the Eligible Lateral Hire at the time the application for employment is submitted to obtain the referral incentive. Referring San Rafael Police Officers may not receive more than five (5) referral incentives per fiscal year.

### *3.3.19. Longevity*

Effective July 1, 2025, employees with at least eight (8) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%) above their base hourly rate of pay.

Effective July 1, 2025, employees with at least twelve (12) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%), for a total of five percent (5.0%) above their base hourly rate of pay.

With the approval of the Chief of Police and the City Manager, employees with experience as a sworn peace officer in another state may be credited with years of service toward the Longevity Pay threshold.

## **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 June 1, 2024, the monthly flex dollar allowance shall be:

For employee only:	\$ 853.48
For employee only and one dependent:	\$1,708.13
For employee and two or more dependents:	\$2,220.68

Effective January 1, 2025, the monthly flex dollar allowance shall be:

For employee only:	\$ 950.00
For employee and one dependent:	\$1,900.00
For employee and two or more dependents:	\$2,400.00

### **Flex Dollar Increases for this MOU Term**

Effective December 15, 2025 and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

**Upon the expiration of the MOU**, the flex dollar allowances shall increase on the December 15<sup>th</sup> 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 their 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.

**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 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 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.

#### **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. Employees hired before January 1, 2010**

The City shall make a monthly retiree health insurance payment 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) shall be \$386 per month. The City's retiree health insurance contribution 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 250 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 4.2.3. 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 their 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 their 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 their daily duties. Every employee who is absent from their duties for two (2) consecutive work days shall file with the Human Resources Director should they 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 Chief of Police for the following purposes:

1. Personal illnesses or illness within the immediate family (immediate family is defined as: employee's spouse or registered domestic partner, dependent children grandchildren, siblings, and/or employee's parents or parent(s)-in-law), or physical incapacity resulting from causes beyond the employee's control; or,
2. Enforced quarantine of the employee in accordance with community health regulations; or
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:

#### Vacation Accrual chart:

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER MONTH
1 - 3 years	80 hours	6.66 hours
4 - 10 years	120 hours	10 hours
11 - 15 years	160 hours	13.34 hours
16 + years	200 hours	16.68 hours

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 their accrued vacation leave and the amount to be taken at any one time shall be determined by the employee's Chief of Police 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 their current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap.

### 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	Veteran's Day
Washington's Birthday	Thanksgiving Day
Lincoln's Birthday	Day after Thanksgiving
Cesar Chavez Day	Christmas Day
Memorial Day	
Juneteenth	
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. In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

### 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, sibling, parent-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 five (5) days of accrued sick leave may be granted for bereavement leave for each death of a family



member. The five days may be taken intermittently but must be used within three (3) months of the date of the family member's death.

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.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss 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 their 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>).

#### *5.4.9 Paid Parental Leave*

##### Eligibility:

Effective July 1, 2024, any full-time, regular, or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

1. Birth of a child of the employee, the employee’s spouse, or the employee’s domestic partner.
2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of “parent” and “child” are as defined by the California Family Rights Act.

The City Manager may authorize, upon the recommendation of the Police Chief, an exception to the eligibility provisions, when it is, in their opinion, necessary in order to hire or retain qualified personnel. In these circumstances, the benefit will be prorated based on the number of months employed.

Benefit and Use:

1. Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby/child bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12-month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
5. PPL shall be used in a block of continuous time or on an intermittent basis or reduced schedule. For the purposes of this article, a reduced schedule is anything less than a full shift. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is fewer hours than their regularly scheduled work hours.
7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.
8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this provision will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of State Disability insurance (SDI) or Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.

- For time covered by FMLA/CFRA job protected leave for baby/child bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to Police Chief approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

Additional Restrictions:

Notwithstanding the requirements of other state and federal protected leave (such as FMLA, PDL, CFRA, School leave, etc.), where this leave is not coordinated with another protected leave status, the following rules shall apply:

- Due to the scheduling complexities in a 24/7 facility, an employee may only use these leaves in increments of a full shift.
- Unless there is specific approval by the Police Chief, as applicable, these leaves must be used consecutively and not intermittently by eligible employees.
- Unless there is an emergency need to use one of these leaves, these leaves may not be used to disrupt the shift bid for City paid holidays and the week surrounding those holidays, when vacation requests are high. For example, if an employee is not successfully able to bid the week between Christmas and New Years through the shift bidding procedure, the employee will not be able to take PPL for that holiday week and bump someone who successfully bid for the week.
- If the department is operating with minimum staffing as described in the Patrol Staffing Directive, the Chief may temporarily suspend these benefits until staffing returns to minimum staffing levels.

*5.4.10 Paid Parental Leave*

Eligibility:

Effective July 1, 2024 any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

Benefit and Use:

1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.

2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.

3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.

5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.

6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.

7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

## **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. 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 Schedules*

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 or reduced staffing due to injuries, illness, or vacancies, the department may opt to stop the trial alternative work schedule.

**For illustration and definition purposes the following chart is prepared:**

Schedule	Definition
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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.

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 regular rate of pay.
4. Non-FLSA overtime will also be earned if a Dispatcher on a 3-12 schedule works over their 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 15<sup>th</sup> of March and the fall rotation shall begin on the Sunday nearest the 15<sup>th</sup> 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 15<sup>th</sup> of March following a completed three-week cycle and the Fall rotation shall begin on the Sunday nearest to the 15<sup>th</sup> 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 15<sup>th</sup> of January; on the Sunday nearest the 15<sup>th</sup> of May; and on the Sunday nearest the 15<sup>th</sup> 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 their 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 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. Employees may use up to 120 hours of comp time each calendar year. Employees may take an additional 80 hours of comp time for the remainder of the year, however those 80 hours will fall under the single day vacation guidelines. 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.

Any comp time requests after an employee uses 120 hours in a calendar year will fall under the pre-existing single day vacation guidelines. Employees may take up to 80 hours of additional comp time only if the following criteria are met:



- The comp time is selected 120 hours prior to the date to be taken.
- The comp time does not cause the employee's assigned shift to go below the minimum staffing requirements.
- The comp time 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.
- 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 comp time leave request and allow the employee to use the comp time.

### **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 their 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 their 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 their 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 their 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.

### *6.6.7 Public Safety Center Fitness Program*

#### PURPOSE AND SCOPE:

The purpose of this policy is to establish guidelines for employees utilizing the Public Safety Center (PSC) fitness facility. The Department requires all those electing to use the PSC fitness facility to adhere to the conditions and policies as described in this policy. Persons who do not meet the conditions as described in this directive will be deemed to be engaging in activities outside the scope of their employment, and the City shall not have any liability for injuries or losses resulting from such activities. The City will not accept responsibility for injuries incurred as a result of recreational exercise/activities or competitive events.

#### PROCEDURES:

It is the position of the City to encourage a high level of physical fitness among police personnel. To assist employees in achieving this goal, the Department has implemented an on-duty work-out policy for all San Rafael Police employees.

A. On-Duty Participation:

1. On-duty participation is defined as one hour of on-duty time, a maximum of two days per workweek, for the purpose of exercise.
  - i. This time includes: 10 minutes to change, 40 minutes to exercise, and 10 minutes to shower and change.

B. Exercise time and use of the PSC fitness facility may not begin until the Waiver and Release of Liability form has been read, signed, and filled out for all employees.

C. Part-time employees may exercise in the PSC fitness facility during off duty time only.

D. Use of the Public Safety Center fitness facility by Participants:

- 1) All personnel, regardless of assignment, may use the PSC fitness facility for workouts between the hours of 0700hrs to 2200hrs.
- 2) No more than one (1) on-duty employee from each workgroup will be allowed in the PSC fitness facility area at one time. For example, one officer, on dispatcher, one detective at a time.
- 3) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
- 4) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.

E. The PSC fitness facility is the only approved and authorized on-duty work out facility:

- 1) On duty exercise must take place within the PSC so employees can remain available for emergencies or return to their duty assignment in the event exigencies arise. Employees must be prepared to change into uniform without undue delay if necessary.
- 2) The PSC fitness facility is located on the second floor. This area is close to the sleeping quarters of the firefighters and police employees should respect the shared area appropriately.

F. Provisions of the on-duty exercise policy that are specifically related to personnel assigned to Patrol are as follows:

- 1) On duty exercise time shall be utilized in lieu of a meal break. Personnel participating in an on-duty work out will remain personally responsible for sustenance in their vehicle as time permits in the balance of their workload.
- 2) On-duty exercise time is approved by the Watch Commander or his/ her designee only when the shift is above minimum staffing. Due consideration must be given to staffing and activity levels. Exercise time may be canceled at the discretion of the Watch Commander (or designee). The Watch Commander's decision regarding on-duty exercise cannot be grieved.
- 3) No more than one (1) employee from patrol may exercise on-duty at any given time. When on-duty, there shall only be one (1) on-duty patrol officer in the workout room at a time.
- 4) A police radio shall be audible inside the PSC fitness facility any time patrol personnel are exercising. Patrol personnel shall respond to their call sign when called from communications.

- 5) Participants assigned to patrol wishing to use on-duty time for exercise must request the desired time at the beginning of the shift. Requests may also be made a shift in advance. Seniority will be used to determine exercise times.
  - 6) Reports and calls for service have priority over exercise time. No work-related assignments should remain pending while working out unless they can be completed in a timely manner without incurring overtime,
  - 7) Personnel participating in on-duty workouts shall not be permitted to do so in conjunction with briefing at the beginning of their shift or proximate to the completion of their shift. On-duty workouts may only take place at the direction and with approval of the Watch Commander (or designee).
  - 8) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
  - 9) During Field Training, neither the Field Training Officer (FTO) nor the Officer in Training (OIT) may utilize the PSC fitness facility on-duty.
- G. Employees are required to immediately report any injuries or serious illnesses while using the PSC fitness facility to their supervisor:
- H. Miscellaneous provisions of the on-duty exercise policy:
- 1) No exercise program hours will be carried over from one day to the next.
  - 2) Performance issues, at the discretion of the Chief of Police, may be the basis for an individual being denied permission to participate in on-duty exercise.
  - 3) Break periods (rest breaks) cannot be used to extend exercise time.
  - 4) The provisions and implementation of this on-duty exercise policy will not be subject to challenge or grievance by employees.

INJURIES OR SERIOUS ILLNESSES:

Employees are required to immediately report all injuries or serious illnesses that require medical attention. Following such an injury, exercise privileges will be suspended immediately until further notice. Determination of when an injured participant may resume exercise activity will be at the discretion of the Chief of Police or their designee following a complete review of the injury report. This determination will be based on the nature of the injury and the health/fitness needs of the individual.

- a) An injured employee may be required to submit a memo detailing their injury/illness and obtain clearance in writing from the attending physician prior to resuming exercise activities.
- b) Once cleared to resume physical fitness activities, the injured participant will follow the exercise prescribed without deviation. Deviation from the prescribed exercise program may result in disqualification from using the PSC fitness facility on-duty and off-duty.
- c) Those participants whose injury/illness requires a "light duty" status may use the PSC fitness facility following a clearance by their attending physician. Exercise activity will be limited to the fitness program prescribed.
- d) Failure to immediately report any injury or illness resulting from working out in the PSC fitness facility may result in loss of facility use privileges both on and off duty.

OFF DUTY EXERCISE BY EMPLOYEES:

Employees may use the PSC fitness facility during their off-duty time under the following guidelines:

- a) Must read, sign, and submit the Waiver and Release of Liability form, which must then be authorized by the Chief of Police.

- b) Exercise sessions are on off-duty time only and there is no limit to how many times one can use the facility.
- c) Follow all safety rules.
- d) Follow all guidelines as described in this policy.
- e) Only SRPD employees are allowed to use the facility.

GENERAL SAFETY RULES:

- a) Proper warmup and cooldown activities are to be performed before and after weight training and cardiovascular workout sessions.
- b) All safety stops and mechanisms on exercise equipment must be properly adjusted before each use.
- c) All weight plates must be removed from the lifting bar and returned to the proper storage rack immediately after use.
- d) Proper athletic footwear and shirts must be worn while exercising in the PSC fitness facility.
- e) All injuries or exercise equipment needing repair should be reported to the Watch Commander immediately.
- f) Spotters are required for all heavy lifting. If no spotters are available, no heavy lifting will be allowed.

PROGRAM LENGTH:

- a) This will be a pilot program for six (6) months. At the end of the six months, the program will be evaluated by the Chief of Police to determine if the program should continue and/or be modified.
- b) If at any time during the program the Chief of Police determines that it is detrimental to the functioning of the department, the Chief may cancel the program. The Chiefs decision to cancel the program will not be subject to challenge or grievance.

## **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 their 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 they 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 their 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 they has been unjustly disciplined/discharged, they shall have the right to appeal their 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 “their 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 hear each party’s case as presented during the hearing and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. 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 they has a grievance may discuss their 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 their grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which they 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 their grievance.

If an employee feels they has been unjustly discharged/disciplined, the employee shall have the right to appeal their 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:**

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**Peter Hoffmann**  
**Lead Negotiator**

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**Tim Davis, Lead Negotiator**  
**Burke Williams & Sorensen**

---

**Michael Mathis**  
**SRPA President**

---

**Nicholas Biss**  
**Principal HR Analyst**

---

**Lynn Murphy**  
**SRPA Representative**

**Blake Delzell**  
**SRPA Representative**

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**Date**

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**Date**

**SAN RAFAEL POLICE ASSOCIATION**  
**SALARY SCHEDULE**  
Effective June 1, 2024

Grade*	Position		A	B	C	D	E	F
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 72,650	\$ 76,283	\$ 80,097	\$ 84,102	\$ 88,307	
		Monthly	\$ 6,054	\$ 6,357	\$ 6,675	\$ 7,008	\$ 7,359	
		Hourly	\$ 34.9279	\$ 36.6743	\$ 38.5081	\$ 40.4335	\$ 42.4551	
6220	MENTAL HEALTH LIAISON	Annually	\$ 98,265	\$ 103,178	\$ 108,337	\$ 113,754	\$ 119,442	
		Monthly	\$ 8,189	\$ 8,598	\$ 9,028	\$ 9,480	\$ 9,953	
		Hourly	\$ 47.2429	\$ 49.6050	\$ 52.0853	\$ 54.6895	\$ 57.4240	
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 74,422	\$ 78,143	\$ 82,050	\$ 86,153	\$ 90,460	
		Monthly	\$ 6,202	\$ 6,512	\$ 6,838	\$ 7,179	\$ 7,538	
		Hourly	\$ 35.7797	\$ 37.5687	\$ 39.4471	\$ 41.4195	\$ 43.4905	
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 70,607	\$ 74,137	\$ 77,844	\$ 81,736	\$ 85,823	
		Monthly	\$ 5,884	\$ 6,178	\$ 6,487	\$ 6,811	\$ 7,152	
		Hourly	\$ 33.9456	\$ 35.6428	\$ 37.4250	\$ 39.2962	\$ 41.2610	
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	\$ 106,299	\$ 111,613	\$ 117,194	\$ 123,054	\$ 129,207	\$ 135,667
		Monthly	\$ 8,858	\$ 9,301	\$ 9,766	\$ 10,254	\$ 10,767	\$ 11,306
		Hourly	\$ 51.1051	\$ 53.6603	\$ 56.3433	\$ 59.1605	\$ 62.1185	\$ 65.2244
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 61,029	\$ 64,081	\$ 67,285	\$ 70,649	\$ 74,182	
		Monthly	\$ 5,086	\$ 5,340	\$ 5,607	\$ 5,887	\$ 6,182	
		Hourly	\$ 29.3410	\$ 30.8081	\$ 32.3485	\$ 33.9659	\$ 35.6642	
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 77,032	\$ 80,884	\$ 84,928	\$ 89,174	\$ 93,633	\$ 98,315
		Monthly	\$ 6,419	\$ 6,740	\$ 7,077	\$ 7,431	\$ 7,803	\$ 8,193
		Hourly	\$ 37.0346	\$ 38.8863	\$ 40.8307	\$ 42.8722	\$ 45.0158	\$ 47.2666
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	\$ 82,810	\$ 86,950	\$ 91,298	\$ 95,863	\$ 100,656	\$ 105,689
		Monthly	\$ 6,901	\$ 7,246	\$ 7,608	\$ 7,989	\$ 8,388	\$ 8,807
		Hourly	\$ 39.8125	\$ 41.8031	\$ 43.8933	\$ 46.0879	\$ 48.3923	\$ 50.8120
6106	POLICE CORPORAL	Annually	N/A	N/A	\$ 123,593	\$ 129,772	\$ 136,261	\$ 143,074
		Monthly	N/A	N/A	\$ 10,299	\$ 10,814	\$ 11,355	\$ 11,923
		Hourly	N/A	N/A	\$ 59.4196	\$ 62.3906	\$ 65.5101	\$ 68.7856
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 76,298	\$ 80,113	\$ 84,119	\$ 88,325	\$ 92,741	
		Monthly	\$ 6,358	\$ 6,676	\$ 7,010	\$ 7,360	\$ 7,728	
		Hourly	\$ 36.6819	\$ 38.5160	\$ 40.4418	\$ 42.4639	\$ 44.5871	
6107	POLICE OFFICER	Annually	\$ 106,776	\$ 112,114	\$ 117,720	\$ 123,606	\$ 129,786	\$ 136,276
		Monthly	\$ 8,898	\$ 9,343	\$ 9,810	\$ 10,301	\$ 10,816	\$ 11,356
		Hourly	\$ 51.3344	\$ 53.9012	\$ 56.5962	\$ 59.4260	\$ 62.3973	\$ 65.5172
6109	POLICE RECRUIT	Annually	\$ 88,782	\$ 93,221	\$ 97,882	\$ 102,776	\$ 107,915	
		Monthly	\$ 7,398	\$ 7,768	\$ 8,157	\$ 8,565	\$ 8,993	
		Hourly	\$ 42.6835	\$ 44.8177	\$ 47.0585	\$ 49.4115	\$ 51.8820	
6111	POLICE REGULATORY OFFICER	Annually	\$ 77,032	\$ 80,884	\$ 84,928	\$ 89,174	\$ 93,633	\$ 98,315
		Monthly	\$ 6,419	\$ 6,740	\$ 7,077	\$ 7,431	\$ 7,803	\$ 8,193
		Hourly	\$ 37.0346	\$ 38.8863	\$ 40.8307	\$ 42.8722	\$ 45.0158	\$ 47.2666
4524	POLICE SECURITY OFFICER	Annually	\$ 72,148	\$ 75,756	\$ 79,544	\$ 83,521	\$ 87,697	\$ 92,082
		Monthly	\$ 6,012	\$ 6,313	\$ 6,629	\$ 6,960	\$ 7,308	\$ 7,673
		Hourly	\$ 34.6867	\$ 36.4210	\$ 38.2421	\$ 40.1542	\$ 42.1619	\$ 44.2700
6104	POLICE SERGEANT	Annually	N/A	N/A	\$ 144,015	\$ 151,216	\$ 158,777	\$ 166,715
		Monthly	N/A	N/A	\$ 12,001	\$ 12,601	\$ 13,231	\$ 13,893
		Hourly	N/A	N/A	\$ 69.2380	\$ 72.6999	\$ 76.3349	\$ 80.1516
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 109,063	\$ 114,516	\$ 120,242	\$ 126,254	\$ 132,566	
		Monthly	\$ 9,089	\$ 9,543	\$ 10,020	\$ 10,521	\$ 11,047	
		Hourly	\$ 52.4339	\$ 55.0556	\$ 57.8084	\$ 60.6988	\$ 63.7338	

\*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 15007). Exhibit C side letter as part of the MOU for changes made to the police cadet position : cadet position

**SAN RAFAEL POLICE ASSOCIATION**  
**SALARY SCHEDULE**  
Effective July 1, 2025

Grade*	Position		A	B	C	D	E	F
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 75,266	\$ 79,029	\$ 82,980	\$ 87,129	\$ 91,486	
		Monthly	\$ 6,272	\$ 6,586	\$ 6,915	\$ 7,261	\$ 7,624	
		Hourly	\$ 36.1853	\$ 37.9946	\$ 39.8943	\$ 41.8891	\$ 43.9835	
6220	MENTAL HEALTH LIAISON	Annually	\$ 102,687	\$ 107,821	\$ 113,213	\$ 118,873	\$ 124,817	
		Monthly	\$ 8,557	\$ 8,985	\$ 9,434	\$ 9,906	\$ 10,401	
		Hourly	\$ 49.3688	\$ 51.8372	\$ 54.4291	\$ 57.1506	\$ 60.0081	
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 77,101	\$ 80,956	\$ 85,004	\$ 89,254	\$ 93,717	
		Monthly	\$ 6,425	\$ 6,746	\$ 7,084	\$ 7,438	\$ 7,810	
		Hourly	\$ 37.0678	\$ 38.9212	\$ 40.8672	\$ 42.9106	\$ 45.0561	
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 73,784	\$ 77,473	\$ 81,347	\$ 85,414	\$ 89,685	
		Monthly	\$ 6,149	\$ 6,456	\$ 6,779	\$ 7,118	\$ 7,474	
		Hourly	\$ 35.4731	\$ 37.2468	\$ 39.1091	\$ 41.0646	\$ 43.1178	
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	\$ 111,082	\$ 116,636	\$ 122,468	\$ 128,591	\$ 135,021	\$ 141,772
		Monthly	\$ 9,257	\$ 9,720	\$ 10,206	\$ 10,716	\$ 11,252	\$ 11,814
		Hourly	\$ 53.4048	\$ 56.0750	\$ 58.8788	\$ 61.8227	\$ 64.9138	\$ 68.1595
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 63,226	\$ 66,388	\$ 69,707	\$ 73,192	\$ 76,852	
		Monthly	\$ 5,269	\$ 5,532	\$ 5,809	\$ 6,099	\$ 6,404	
		Hourly	\$ 30.3973	\$ 31.9172	\$ 33.5130	\$ 35.1887	\$ 36.9481	
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 80,498	\$ 84,523	\$ 88,750	\$ 93,187	\$ 97,846	\$ 102,739
		Monthly	\$ 6,708	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,154	\$ 8,562
		Hourly	\$ 38.7012	\$ 40.6362	\$ 42.6680	\$ 44.8014	\$ 47.0415	\$ 49.3936
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	\$ 86,536	\$ 90,863	\$ 95,406	\$ 100,177	\$ 105,186	\$ 110,445
		Monthly	\$ 7,211	\$ 7,572	\$ 7,951	\$ 8,348	\$ 8,765	\$ 9,204
		Hourly	\$ 41.6041	\$ 43.6843	\$ 45.8685	\$ 48.1619	\$ 50.5700	\$ 53.0985
6106	POLICE CORPORAL	Annually	N/A	N/A	\$ 129,154	\$ 135,612	\$ 142,393	\$ 149,512
		Monthly	N/A	N/A	\$ 10,763	\$ 11,301	\$ 11,866	\$ 12,459
		Hourly	N/A	N/A	\$ 62.0935	\$ 65.1982	\$ 68.4581	\$ 71.8810
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 79,045	\$ 82,997	\$ 87,147	\$ 91,505	\$ 96,080	
		Monthly	\$ 6,587	\$ 6,916	\$ 7,262	\$ 7,625	\$ 8,007	
		Hourly	\$ 38.0025	\$ 39.9026	\$ 41.8977	\$ 43.9926	\$ 46.1922	
6107	POLICE OFFICER	Annually	\$ 111,581	\$ 117,160	\$ 123,018	\$ 129,168	\$ 135,627	\$ 142,408
		Monthly	\$ 9,298	\$ 9,763	\$ 10,251	\$ 10,764	\$ 11,302	\$ 11,867
		Hourly	\$ 53.6445	\$ 56.3267	\$ 59.1430	\$ 62.1002	\$ 65.2052	\$ 68.4655
6109	POLICE RECRUIT	Annually	\$ 91,978	\$ 96,577	\$ 101,405	\$ 106,476	\$ 111,800	
		Monthly	\$ 7,665	\$ 8,048	\$ 8,450	\$ 8,873	\$ 9,317	
		Hourly	\$ 44.2201	\$ 46.4311	\$ 48.7526	\$ 51.1903	\$ 53.7498	
6111	POLICE REGULATORY OFFICER	Annually	\$ 80,498	\$ 84,523	\$ 88,750	\$ 93,187	\$ 97,846	\$ 102,739
		Monthly	\$ 6,708	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,154	\$ 8,562
		Hourly	\$ 38.7012	\$ 40.6362	\$ 42.6680	\$ 44.8014	\$ 47.0415	\$ 49.3936
4524	POLICE SECURITY OFFICER	Annually	\$ 75,395	\$ 79,165	\$ 83,123	\$ 87,279	\$ 91,643	\$ 96,225
		Monthly	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,273	\$ 7,637	\$ 8,019
		Hourly	\$ 36.2476	\$ 38.0600	\$ 39.9630	\$ 41.9611	\$ 44.0592	\$ 46.2622
6104	POLICE SERGEANT	Annually	N/A	N/A	\$ 150,496	\$ 158,020	\$ 165,922	\$ 174,218
		Monthly	N/A	N/A	\$ 12,541	\$ 13,168	\$ 13,827	\$ 14,518
		Hourly	N/A	N/A	\$ 72.3537	\$ 75.9714	\$ 79.7700	\$ 83.7585
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 112,989	\$ 118,638	\$ 124,570	\$ 130,799	\$ 137,339	
		Monthly	\$ 9,416	\$ 9,887	\$ 10,381	\$ 10,900	\$ 11,445	
		Hourly	\$ 54.3216	\$ 57.0376	\$ 59.8895	\$ 62.8840	\$ 66.0282	

\*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 6507). Exhibit C side letter as part of the MOU for changes made to the police cadet position: cadet position

**SAN RAFAEL POLICE ASSOCIATION**  
**SALARY SCHEDULE**  
Effective July 1, 2026

Grade*	Position		A	B	C	D	E	F
6203	COMMUNITY SERVICE OFFICER	Annually	\$ 77,975	\$ 81,874	\$ 85,968	\$ 90,266	\$ 94,779	
		Monthly	\$ 6,498	\$ 6,823	\$ 7,164	\$ 7,522	\$ 7,898	
		Hourly	\$ 37.4880	\$ 39.3624	\$ 41.3305	\$ 43.3971	\$ 45.5669	
6220	MENTAL HEALTH LIAISON	Annually	\$ 107,308	\$ 112,673	\$ 118,307	\$ 124,222	\$ 130,434	
		Monthly	\$ 8,942	\$ 9,389	\$ 9,859	\$ 10,352	\$ 10,869	
		Hourly	\$ 51.5904	\$ 54.1699	\$ 56.8784	\$ 59.7223	\$ 62.7085	
6202	POLICE ADMINISTRATIVE TECHNICIAN	Annually	\$ 79,877	\$ 83,870	\$ 88,064	\$ 92,467	\$ 97,091	
		Monthly	\$ 6,656	\$ 6,989	\$ 7,339	\$ 7,706	\$ 8,091	
		Hourly	\$ 38.4022	\$ 40.3223	\$ 42.3384	\$ 44.4554	\$ 46.6781	
2121	POLICE CALL TAKER & RECORDS SPECIALIST	Annually	\$ 77,104	\$ 80,960	\$ 85,008	\$ 89,258	\$ 93,721	
		Monthly	\$ 6,425	\$ 6,747	\$ 7,084	\$ 7,438	\$ 7,810	
		Hourly	\$ 37.0694	\$ 38.9229	\$ 40.8690	\$ 42.9125	\$ 45.0581	
6201	POLICE SUPPORT SERVICES SUPERVISOR	Annually	\$ 116,081	\$ 121,885	\$ 127,979	\$ 134,378	\$ 141,097	\$ 148,152
		Monthly	\$ 9,673	\$ 10,157	\$ 10,665	\$ 11,198	\$ 11,758	\$ 12,346
		Hourly	\$ 55.8080	\$ 58.5984	\$ 61.5283	\$ 64.6047	\$ 67.8350	\$ 71.2267
9622	POLICE COMMUNICATIONS DISPATCH TRAINEE	Annually	\$ 65,503	\$ 68,778	\$ 72,217	\$ 75,827	\$ 79,619	
		Monthly	\$ 5,459	\$ 5,731	\$ 6,018	\$ 6,319	\$ 6,635	
		Hourly	\$ 31.4916	\$ 33.0662	\$ 34.7195	\$ 36.4555	\$ 38.2783	
6205	POLICE COMMUNICATIONS DISPATCHER	Annually	\$ 84,121	\$ 88,327	\$ 92,743	\$ 97,380	\$ 102,249	\$ 107,362
		Monthly	\$ 7,010	\$ 7,361	\$ 7,729	\$ 8,115	\$ 8,521	\$ 8,947
		Hourly	\$ 40.4427	\$ 42.4649	\$ 44.5881	\$ 46.8175	\$ 49.1584	\$ 51.6163
6215	POLICE LEAD COMMUNICATIONS DISPATCHER	Annually	\$ 90,431	\$ 94,952	\$ 99,700	\$ 104,685	\$ 109,919	\$ 115,415
		Monthly	\$ 7,536	\$ 7,913	\$ 8,308	\$ 8,724	\$ 9,160	\$ 9,618
		Hourly	\$ 43.4762	\$ 45.6500	\$ 47.9326	\$ 50.3292	\$ 52.8456	\$ 55.4879
6106	POLICE CORPORAL	Annually	N/A	N/A	\$ 134,966	\$ 141,715	\$ 148,800	\$ 156,241
		Monthly	N/A	N/A	\$ 11,247	\$ 11,810	\$ 12,400	\$ 13,020
		Hourly	N/A	N/A	\$ 64.8877	\$ 68.1321	\$ 71.5387	\$ 75.1156
6206	POLICE EVIDENCE & PROPERTY TECHNICIAN	Annually	\$ 81,891	\$ 85,985	\$ 90,285	\$ 94,799	\$ 99,539	
		Monthly	\$ 6,824	\$ 7,165	\$ 7,524	\$ 7,900	\$ 8,295	
		Hourly	\$ 39.3705	\$ 41.3391	\$ 43.4060	\$ 45.5763	\$ 47.8551	
6107	POLICE OFFICER	Annually	\$ 116,602	\$ 122,432	\$ 128,553	\$ 134,981	\$ 141,730	\$ 148,817
		Monthly	\$ 9,717	\$ 10,203	\$ 10,713	\$ 11,248	\$ 11,811	\$ 12,401
		Hourly	\$ 56.0585	\$ 58.8614	\$ 61.8045	\$ 64.8947	\$ 68.1394	\$ 71.5464
6109	POLICE RECRUIT	Annually	\$ 95,289	\$ 100,053	\$ 105,056	\$ 110,309	\$ 115,824	
		Monthly	\$ 7,941	\$ 8,338	\$ 8,755	\$ 9,192	\$ 9,652	
		Hourly	\$ 45.8120	\$ 48.1026	\$ 50.5077	\$ 53.0331	\$ 55.6848	
6111	POLICE REGULATORY OFFICER	Annually	\$ 84,121	\$ 88,327	\$ 92,743	\$ 97,380	\$ 102,249	\$ 107,362
		Monthly	\$ 7,010	\$ 7,361	\$ 7,729	\$ 8,115	\$ 8,521	\$ 8,947
		Hourly	\$ 40.4427	\$ 42.4649	\$ 44.5881	\$ 46.8175	\$ 49.1584	\$ 51.6163
4524	POLICE SECURITY OFFICER	Annually	\$ 78,788	\$ 82,727	\$ 86,864	\$ 91,207	\$ 95,767	\$ 100,555
		Monthly	\$ 6,566	\$ 6,894	\$ 7,239	\$ 7,601	\$ 7,981	\$ 8,380
		Hourly	\$ 37.8788	\$ 39.7727	\$ 41.7613	\$ 43.8494	\$ 46.0419	\$ 48.3440
6104	POLICE SERGEANT	Annually	N/A	N/A	\$ 157,268	\$ 165,131	\$ 173,388	\$ 182,057
		Monthly	N/A	N/A	\$ 13,106	\$ 13,761	\$ 14,449	\$ 15,171
		Hourly	N/A	N/A	\$ 75.6096	\$ 79.3901	\$ 83.3596	\$ 87.5276
9525	YOUTH SERVICES PROGRAM SUPERVISOR	Annually	\$ 117,056	\$ 122,909	\$ 129,055	\$ 135,507	\$ 142,283	
		Monthly	\$ 9,755	\$ 10,242	\$ 10,755	\$ 11,292	\$ 11,857	
		Hourly	\$ 56.2771	\$ 59.0910	\$ 62.0455	\$ 65.1478	\$ 68.4052	

\*Entry Level Pay Grade is 1XXXX (e.g., Entry Level Police Officer grade code is 6600). Exhibit C side letter as part of the MOU for changes made to the police cadet position: cadet position



**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

**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF SAN RAFAEL**

*and*

**SAN RAFAEL POLICE ASSOCIATION**

*JULY-JUNE 1, 2021-2024 - JUNE 30, 2024-2027*

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**LIST OF EXHIBITS**

- Exhibit A      Salary Schedule for [July-June 1, 2021-2024](#) – June 30, [2024-2027](#)
- 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-June 1, 2021-2024 and ending June 30, 2024-2027.

**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-June 1, 2021-2024 through June 30, 2024-2027.

**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, 2024.

## **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 Meyers-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 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 first full pay period including ~~July 1, 2024~~June 1, 2024, or the first full pay period following City Council ratification of a new MOU, whichever occurs later:
  - ~~A 1.63.0% base wage increase~~cost of living adjustment for all ~~non-sworn~~ ("miscellaneous") classifications; and the City shall eliminate Step A1 from the salary schedule. Additionally, the salary range for the following classifications, Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher, and Police Support Services Supervisor shall have an additional step added to the top of the salary range (Step F) for each position, which is five percent (5%) above Step E. All employees in the Police Officer, Police Corporal, Police Sergeant, Police Communications Dispatcher, Police Lead Communications Dispatcher and Police Support Services Supervisor classifications that have completed at least one year of service at Step E of their classification shall advance to Step F in the first full pay period after Council approves the successor MOU.
  - ~~A 4.0% base wage increase for sworn ("safety") classifications to include Police Officer, Police Corporal and Police Sergeant. The base wage increase for sworn classifications includes a 2.4% equity adjustment.~~
  - A 2.0% equity adjustment increase for the Police Communications Dispatcher classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Lead Communications Dispatcher classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Support Services Supervisor classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Records Specialist/Call Taker classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Mental Health Liaison classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Officer classification (5% total increase) on June 1, 2024;
  - A 2.0% equity adjustment increase for the Police Corporal classification (5% total increase) on June 1, 2024;

- A 4.0% equity adjustment increase for the Police Sergeant classification (7% total increase) on June 1, 2024; and
- All other classifications receive an equity adjustment of 1% (4% total increase) on June 1, 2024.
- Effective July 1, ~~2022~~2025:
  - ~~A 1.63.0% base wage increase~~ cost of living adjustment for all ~~non-sworn~~ (“miscellaneous”) classifications;
  - ~~A 4.5% base wage increase for sworn (“safety”) classifications to include Police Officer, Police Corporal and Police Sergeant. The base wage increase for sworn classifications includes a 2.9% equity adjustment.~~
  - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July1, 2025;
  - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2025;
  - A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2025;
  - A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2025; and
  - All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2025.
- Effective July 1, ~~2023~~2026:
  - ~~A 3.04.6% base wage increase~~ cost of living adjustment for all ~~non-sworn~~ (“miscellaneous”) classifications;
  - ~~A 4.5% base wage increase for sworn (“safety”) classifications to include Police Officer, Police Corporal and Police Sergeant. The base wage increase for sworn classifications includes a 2.9% equity adjustment.~~
  - A 1.5% equity adjustment increase for the Police Communications Dispatcher classification (4.5% total increase) on July1, 2026;
  - A 1.5% equity adjustment increase for the Police Lead Communications Dispatcher classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Police Support Services Supervisor classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Mental Health Liaison classification (4.5% total increase) on July 1, 2026;
  - A 1.5% equity adjustment increase for the Police Officer classification (4.5% total increase) on June 1, 2026;



- A 1.5% equity adjustment increase for the Police Corporal classification (4.5% total increase) on July 1, 2026;
- A 1.5% equity adjustment increase for the Police Sergeant classification (4.5% total increase) on July 1, 2026; and
- All other classifications receive an equity adjustment of 0.6% (3.6% total increase) on July 1, 2026.

### 3.1.3. Definitions

**Total Compensation** shall be defined as: Top step salary ~~(excluding longevity pay steps)~~, maximum longevity pay available to employees with 12 or more years of experience, 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.

### 3.1.4. 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.

### 3.1.5. 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

All initial employment shall be at the entry level step for the base hourly pay rate as indicated in Attachment A. The City Manager or his/her/their designee may authorize, upon the recommendation of the Police Chief, a position at an appropriate higher salary when, in his/her/their 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 base hourly pay rate schedule. Advancement to a higher base hourly rate within the schedule may be granted for continued improvements and efficient and effective service by the employee in the performance of his/her/their duties. Base 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 rate may be granted a merit pay award of up to five percent (5%) above and beyond their base hourly pay rate. 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/shethey 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 Chief of Police (the “Chief”) or designee concerning the particular course. The decision of the Chief shall be final. To be approved by the Chief, the Chief 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 finds that the course is job-related and approves the employee’s request, the employee shall submit a request for reimbursement to the Chief 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.

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.

<b>Time between receiving reimbursement and termination of employment</b>	<b>Percentage of tuition reimbursement to be repaid to the City</b>
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, July 1, 2024, 2007~~ the payment for POST Intermediate or Advance Certification to Police Officer, Police Corporal or Police Sergeant shall be:

<i>Intermediate Certificate</i>	<i>3.0% increase to base hourly pay rate</i>
---------------------------------	--

Advanced Certificate	<del>5.0%</del> <u>7.5%</u> increase to base hourly pay rate
----------------------	--

Effective with the pay period start date of ~~January 1, 2007~~July 1, 2024, the payment for POST certificates for Police Communication Dispatcher, Police Lead Communications Dispatcher, or Police Support Services Supervisor ~~Dispatch Supervisor or Civilian Supervisor~~ shall be:

Public Safety Dispatcher <u>Intermediate Certificate</u>	3.0% increase to base hourly pay rate
<u>Public Safety Dispatcher Advanced Certificate</u>	<u>4.0% increase to base hourly pay rate</u>
Records Supervisory Certificate	5.0% increase to base hourly pay rate

### 3.3.6. Bilingual Pay

Expert Fluency Program. A ten percent (10%) pay incentive shall be paid to up to ~~ten (10)~~eleven (11) designated bilingual employees (sworn or non-sworn). With the approval of the Chief of Police and the City Manager, more than eleven (11) employees may be designated as eligible for the Expert Fluency Program.

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). With the approval of the Chief of Police and the City Manager, more than ten (10) employees may be designated as eligible for the Expert Fluency Program.

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). With the approval of the Chief of Police and the City Manager, more than thirty-five (35) employees may be designated as eligible for the Conversational Fluency Program.

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 and by the City Manager. 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 July 1, 2018

	<b>Classification</b>	<b>Semi - Annual</b>	<b>Annual</b>
A.	All sworn employees, Police Service Specialist	\$730.00	\$1,460.00
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 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. 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 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 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.
- 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 hourly pay rate: Operation of a solo-motorcycle for more than 50% of [his/her/their](#) 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. 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. 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 base hourly pay rate. 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 base hourly pay rate. 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 rate. 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 base hourly pay rate subject to the restrictions stated in the attached Canine Handler Program Side Letter.

### *3.3.18. Hiring Incentives for Lateral Police Officers*

To be eligible for the below hiring incentives, a qualified lateral police officer candidate ("Eligible Lateral Hire") must, at the time of filing the employment application: (1) be currently working for another California law enforcement agency, (2) have two years' experience as a full-time peace officer in California, and (3) possess a current California P.O.S.T. certificate. Lateral officer hires with prior full-time San Rafael Police Department experience are not eligible under the terms of this Agreement unless they have a minimum of two years' separation from the San Rafael Police Department as a full-time peace officer and have met the requirements of (1) and (3) described above for Eligible Lateral Hires, in which case they will be deemed an Eligible Lateral Hire for purposes of this hiring incentive plan.

Any employee who served as a peace officer with other police agencies with no break in service immediately prior to employment with the City of San Rafael will be credited with years of sworn service in such previous employment solely for the purpose of determining vacation accruals on a prospective basis after certification of the prior years of sworn service. Any period of 30 calendar days or less when moving between agencies will not be considered a break in service.

Upon hire and commencement of work as a Police Officer with the City of San Rafael, an Eligible Lateral Hire from another law enforcement agency will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members

Upon successful completion of the field training program, as determined by Police Administration, the Eligible Lateral Hire will receive five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members.

Upon successful completion of the probationary period (eighteen months) as a Police Officer, the Eligible Lateral Hire will receive a five thousand dollars (\$5,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members.

Upon successful completion of three complete years of City service the Eligible Lateral Hire will receive a ten thousand dollars (\$10,000) hiring incentive payment. For retirement purposes, this incentive is Compensation Earnable for Classic members. However, this incentive is not Pensionable Compensation for PEPRA members.

The City retains the right and exclusive authority to offer step placement above "B" Step of the Police Office salary range based on the Eligible Lateral Hire's qualifications and other factors such as current salary. The salary range placement shall be included in the conditional employment offer letter provided to the lateral officer.

Current San Rafael Police Department Employees who refer an Eligible Lateral Hire will receive an incentive of two thousand five hundred dollars (\$2,500) for hired and retained Eligible Lateral Hires. The referral incentive for current San Rafael Police Department Employees is not Compensation Earnable for Classic members nor Pensionable Compensation for PEPRA members.

Only one current San Rafael Police Officer can be identified as the referring officer for each Eligible Lateral Hire for purposes of the referral incentive outlined above. The current San Rafael Police Officer referring the Eligible Lateral Hire must be identified in writing by the Eligible Lateral Hire at the time the application for employment is submitted to obtain the referral incentive. Referring San Rafael Police Officers may not receive more than five (5) referral incentives per fiscal year.

### 3.3.19. Longevity

Effective July 1, 2025, employees with at least eight (8) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%) above their base hourly rate of pay.

Effective July 1, 2025, employees with at least twelve (12) years of sworn law enforcement experience as Penal Code section 830.1 peace officers shall receive an additional two and a half percent (2.5%), for a total of five percent (5.0%) above their base hourly rate of pay.



With the approval of the Chief of Police and the City Manager, employees with experience as a sworn peace officer in another state may be credited with years of service toward the Longevity Pay threshold.

## **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 June 1, 2024, the monthly flex dollar allowance shall be:

<u>For employee only:</u>	<u>\$ 853.48</u>
<u>For employee only and one dependent:</u>	<u>\$1,708.13</u>
<u>For employee and two or more dependents:</u>	<u>\$2,220.68</u>

Effective January 1, ~~2024~~2025, the monthly flex dollar allowance shall be:

For employee only:	\$ <del>781.06</del> <u>950.00</u>
For employee and one dependent:	\$ <del>1,900.00</del> <u>1,563.48</u>
For employee and two or more dependents:	\$ <del>2,032.23</del> <u>2,400.00</u>

#### **Flex Dollar Increases for this MOU Term**

Effective December 15, 2025 and December 15, 2026, the flex dollar allowances shall increase on the December 15th paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the

MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

~~The~~ Upon the expiration of the MOU, the flex dollar allowances shall increase on the December 15<sup>th</sup> 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~~their 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.~~

**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 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 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.

#### 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. Employees hired before January 1, 2010**

The City shall make a monthly retiree health insurance payment 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) shall be \$386 per month. The City's retiree health insurance contribution 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 250 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 4.2.3. 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~~their 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~~their 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~~their daily duties. Every employee who is absent from ~~his/her~~their duties for two (2) consecutive work days shall file with the Human Resources Director should ~~he/she/they~~ 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 Chief of Police for the following purposes:

1. Personal illnesses or illness within the immediate family (immediate family is defined as: employee's spouse or registered domestic partner, dependent children grandchildren, siblings, and/or employee's parents or parent(s)-in-law), or physical incapacity resulting from causes beyond the employee's control; or,
2. Enforced quarantine of the employee in accordance with community health regulations; or

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:

#### Vacation Accrual chart:

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER MONTH
1 - 3 years	80 hours	6.66 hours
4 - 10 years	120 hours	10 hours
11 - 15 years	160 hours	13.34 hours
16 + years	200 hours	16.68 hours

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 their accrued vacation leave and the amount to be taken at any one time shall be determined by the employee's Chief of Police 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 their current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap.

#### *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	<del>Veteran's Day</del> Admission Day
Washington's Birthday	Thanksgiving Day
Lincoln's Birthday	<del>Veteran's Day</del> after Thanksgiving Thanksgiving Day
Cesar Chavez Day	<del>Christmas Day</del> after Thanksgiving
Memorial Day	<del>Christmas Day</del>
<del>Juneteenth</del>	
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. In order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday.

### 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, sibling, ~~parent~~-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 for each death of a family member. The five days may be taken intermittently but must be used within three (3) months of the date of the family member's death.

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.

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss 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/their](#) 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>).

#### 5.4.9 *Paid Parental Leave*

##### Eligibility:

Effective July 1, 2024, any full-time, regular, or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

1. Birth of a child of the employee, the employee's spouse, or the employee's domestic partner.
2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

The City Manager may authorize, upon the recommendation of the Police Chief, an exception to the eligibility provisions, when it is, in their opinion, necessary in order to hire or retain qualified personnel. In these circumstances, the benefit will be prorated based on the number of months employed.

##### Benefit and Use:

1. Eligible employees shall be granted 300 PPL hours to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby/child bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.

2. PPL is based on a 12-month rolling calendar. No more than 300 PPL hours may be used in any 12-month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.

3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.

4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

5. PPL shall be used in a block of continuous time or on an intermittent basis or reduced schedule. For the purposes of this article, a reduced schedule is anything less than a full shift. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.



6. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is fewer hours than their regularly scheduled work hours.

7. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 hours or less.

8. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

#### Coordination of Benefits & Leaves:

- PPL taken under this provision will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of State Disability insurance (SDI) or Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby/child bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to Police Chief approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

#### Additional Restrictions:

Notwithstanding the requirements of other state and federal protected leave (such as FMLA, PDL, CFRA, School leave, etc.), where this leave is not coordinated with another protected leave status, the following rules shall apply:

- Due to the scheduling complexities in a 24/7 facility, an employee may only use these leaves in increments of a full shift.
- Unless there is specific approval by the Police Chief, as applicable, these leaves must be used consecutively and not intermittently by eligible employees.
- Unless there is an emergency need to use one of these leaves, these leaves may not be used to disrupt the shift bid for City paid holidays and the week surrounding those holidays, when vacation requests are high. For example, if an employee is not successfully able to

bid the week between Christmas and New Years through the shift bidding procedure, the employee will not be able to take PPL for that holiday week and bump someone who successfully bid for the week.

- If the department is operating with minimum staffing as described in the Patrol Staffing Directive, the Chief may temporarily suspend these benefits until staffing returns to minimum staffing levels.

#### 5.4.10 Paid Parental Leave

##### Eligibility:

Effective July 1, 2024 any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

##### Benefit and Use:

1. Eligible employees shall receive 80 hours of End of Life Care leave to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.

2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.

3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.

5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.

6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use PPL except as described in paragraph 5 above.

7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.4.4 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

## 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. 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~~Schedules

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 or reduced staffing due to injuries, illness, or vacancies, the department may opt to stop the trial alternative 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.

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 regular rate of pay.
4. Non-FLSA overtime will also be earned if a Dispatcher on a 3-12 schedule works over ~~his or her~~their 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 15<sup>th</sup> of March following a completed three-week cycle and the Fall rotation shall begin on the Sunday nearest to the 15<sup>th</sup> 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 15<sup>th</sup> of January; on the Sunday nearest the 15<sup>th</sup> of May; and on the Sunday nearest the 15<sup>th</sup> 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~~ their 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 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. Employees may use up to 120 hours of comp time each calendar year. Employees may take an additional 80 hours of comp time for the remainder of the year, however those 80 hours will fall under the single day vacation guidelines. 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.

Any comp time requests after an employee uses 120 hours in a calendar year will fall under the pre-existing single day vacation guidelines. Employees may take up to 80 hours of additional comp time only if the following criteria are met:

- The comp time is selected 120 hours prior to the date to be taken.
- The comp time does not cause the employee's assigned shift to go below the minimum staffing requirements.
- The comp time 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.
- 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 comp time leave request and allow the employee to use the comp time.

### **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/their](#) 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/their](#) 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/their](#) 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~~their 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.

#### 6.6.7 *Public Safety Center Fitness Program*

##### PURPOSE AND SCOPE:

The purpose of this policy is to establish guidelines for employees utilizing the Public Safety Center (PSC) fitness facility. The Department requires all those electing to use the PSC fitness facility to adhere to the conditions and policies as described in this policy. Persons who do not meet the conditions as described in this directive will be deemed to be engaging in activities outside the scope of their employment, and the City shall not have any liability for injuries or losses resulting from such activities. The City will not accept responsibility for injuries incurred as a result of recreational exercise/activities or competitive events.

##### PROCEDURES:

It is the position of the City to encourage a high level of physical fitness among police personnel. To assist employees in achieving this goal, the Department has implemented an on-duty work-out policy for all San Rafael Police employees.

##### A. On-Duty Participation:

1. On-duty participation is defined as one hour of on-duty time, a maximum of two days per workweek, for the purpose of exercise.
  - i. This time includes: 10 minutes to change, 40 minutes to exercise, and 10 minutes to shower and change.

B. Exercise time and use of the PSC fitness facility may not begin until the Waiver and Release of Liability form has been read, signed, and filled out for all employees.

C. Part-time employees may exercise in the PSC fitness facility during off duty time only.

##### D. Use of the Public Safety Center fitness facility by Participants:

- 1) All personnel, regardless of assignment, may use the PSC fitness facility for workouts between the hours of 0700hrs to 2200hrs.

- 2) No more than one (1) on-duty employee from each workgroup will be allowed in the PSC fitness facility area at one time. For example, one officer, one dispatcher, one detective at a time.
  - 3) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
  - 4) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.
- E. The PSC fitness facility is the only approved and authorized on-duty work out facility:
- 1) On duty exercise must take place within the PSC so employees can remain available for emergencies or return to their duty assignment in the event exigencies arise. Employees must be prepared to change into uniform without undue delay if necessary.
  - 2) The PSC fitness facility is located on the second floor. This area is close to the sleeping quarters of the firefighters and police employees should respect the shared area appropriately.
- F. Provisions of the on-duty exercise policy that are specifically related to personnel assigned to Patrol are as follows:
- 1) On duty exercise time shall be utilized in lieu of a meal break. Personnel participating in an on-duty work out will remain personally responsible for sustenance in their vehicle as time permits in the balance of their workload.
  - 2) On-duty exercise time is approved by the Watch Commander or his/ her designee only when the shift is above minimum staffing. Due consideration must be given to staffing and activity levels. Exercise time may be canceled at the discretion of the Watch Commander (or designee). The Watch Commander's decision regarding on-duty exercise cannot be grieved.
  - 3) No more than one (1) employee from patrol may exercise on-duty at any given time. When on-duty, there shall only be one (1) on-duty patrol officer in the workout room at a time.
  - 4) A police radio shall be audible inside the PSC fitness facility any time patrol personnel are exercising. Patrol personnel shall respond to their call sign when called from communications.
  - 5) Participants assigned to patrol wishing to use on-duty time for exercise must request the desired time at the beginning of the shift. Requests may also be made a shift in advance. Seniority will be used to determine exercise times.
  - 6) Reports and calls for service have priority over exercise time. No work-related assignments should remain pending while working out unless they can be completed in a timely manner without incurring overtime,
  - 7) Personnel participating in on-duty workouts shall not be permitted to do so in conjunction with briefing at the beginning of their shift or proximate to the completion of their shift. On-duty workouts may only take place at the direction and with approval of the Watch Commander (or designee).
  - 8) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
  - 9) During Field Training, neither the Field Training Officer (FTO) nor the Officer in Training (OIT) may utilize the PSC fitness facility on-duty.
- G. Employees are required to immediately report any injuries or serious illnesses while using the PSC fitness facility to their supervisor:

H. Miscellaneous provisions of the on-duty exercise policy:

- 1) No exercise program hours will be carried over from one day to the next.
- 2) Performance issues, at the discretion of the Chief of Police, may be the basis for an individual being denied permission to participate in on-duty exercise.
- 3) Break periods (rest breaks) cannot be used to extend exercise time.
- 4) The provisions and implementation of this on-duty exercise policy will not be subject to challenge or grievance by employees.

INJURIES OR SERIOUS ILLNESSES:

Employees are required to immediately report all injuries or serious illnesses that require medical attention. Following such an injury, exercise privileges will be suspended immediately until further notice. Determination of when an injured participant may resume exercise activity will be at the discretion of the Chief of Police or [his/her/their](#) designee following a complete review of the injury report. This determination will be based on the nature of the injury and the health/fitness needs of the individual.

- a) An injured employee may be required to submit a memo detailing their injury/illness and obtain clearance in writing from the attending physician prior to resuming exercise activities.
- b) Once cleared to resume physical fitness activities, the injured participant will follow the exercise prescribed without deviation. Deviation from the prescribed exercise program may result in disqualification from using the PSC fitness facility on-duty and off-duty.
- c) Those participants whose injury/illness requires a "light duty" status may use the PSC fitness facility following a clearance by their attending physician. Exercise activity will be limited to the fitness program prescribed.
- d) Failure to immediately report any injury or illness resulting from working out in the PSC fitness facility may result in loss of facility use privileges both on and off duty.

OFF DUTY EXERCISE BY EMPLOYEES:

Employees may use the PSC fitness facility during their off-duty time under the following guidelines:

- a) Must read, sign, and submit the Waiver and Release of Liability form, which must then be authorized by the Chief of Police.
- b) Exercise sessions are on off-duty time only and there is no limit to how many times one can use the facility.
- c) Follow all safety rules.
- d) Follow all guidelines as described in this policy.
- e) Only SRPD employees are allowed to use the facility.

GENERAL SAFETY RULES:

- a) Proper warmup and cooldown activities are to be performed before and after weight training and cardiovascular workout sessions.
- b) All safety stops and mechanisms on exercise equipment must be properly adjusted before each use.
- c) All weight plates must be removed from the lifting bar and returned to the proper storage rack immediately after use.
- d) Proper athletic footwear and shirts must be worn while exercising in the PSC fitness facility.

- e) All injuries or exercise equipment needing repair should be reported to the Watch Commander immediately.
- f) Spotters are required for all heavy lifting. If no spotters are available, no heavy lifting will be allowed.

PROGRAM LENGTH:

- a) This will be a pilot program for six (6) months. At the end of the six months, the program will be evaluated by the Chief of Police to determine if the program should continue and/or be modified.
- b) If at any time during the program the Chief of Police determines that it is detrimental to the functioning of the department, the Chief may cancel the program. The Chiefs decision to cancel the program will not be subject to challenge or grievance.

## **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/their](#) 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/they](#) 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/their](#) 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~~they has been unjustly disciplined/discharged, ~~he or she~~they shall have the right to appeal ~~his or her~~their 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~~their 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 hear each party's case as presented during the hearing and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. 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~~they has a grievance may discuss ~~his or her~~their 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~~their grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which ~~he or she~~they 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~~their grievance.

If an employee feels ~~he or she~~they has been unjustly discharged/disciplined, the employee shall have the right to appeal ~~his/her~~their 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:**

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**Peter Hoffmann**  
**Lead Negotiator**

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**Tim Davis, Lead Negotiator**  
**Burke Williams & Sorensen**

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~~Zachary Brickell~~ Michael Mathis  
**SRPA President**

---

~~Sylvia Gonzalez-Shelton~~ Nicholas Biss  
~~HR Operations Manager~~ Principal HR Analyst

---

~~Mark Wilkinson~~ Lynn Murphy  
**SRPA Representative**

---

~~Thomas Wong~~  
**Analyst**

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Blake Delzell  
SRPA Representative

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**Date**

---

**Date**



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: City Manager's Office/Human Resources

Prepared by: Angela Robinson Piñon,  
Assistant City Manager

Marissa Sanchez, Human  
Resources Director

City Manager Approval:  \_\_\_\_\_

**TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH SAN RAFAEL FIREFIGHTERS' ASSOCIATION (SRFA)**

**SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL FIREFIGHTERS' ASSOCIATION (SRFA) (JUNE 1, 2024 THROUGH JUNE 30, 2027)**

**RECOMMENDATION:**

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Firefighters' Association (SRFA) beginning June 1, 2024, and ending June 30, 2027.

**BACKGROUND:**

The San Rafael Firefighters' Association (SRFA) represents 68 employees in the San Rafael Fire Department, including 67 safety positions and one non-safety position. The most recent Memorandum of Understanding ("MOU") for SRFA will expire on June 30, 2024. Over the past several months, representatives of the City and SRFA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRFA signed a total package tentative agreement for a three-year successor MOU effective June 1, 2024, and SRFA membership ratified the proposal on May 15, 2024.

The City's negotiations were informed by the following:

- Fiscal Sustainability and Predictability
  - Revenue Assumptions
  - Expenditure Assumptions
  - Inflation and recession predictions
- Three-year MOUs
- Recruitment and Retention of Employees
  - Vacancy and Attrition Rates
  - Hard to fill job classifications
- Compensation of Comparable Agencies as Specified in the Current MOU

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**FOR CITY CLERK ONLY**

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

- Internal Equity and Compaction

**ANALYSIS:**

The following section summarizes the terms and significant economic items in the successor MOU between the City and SRFA. In addition to the economic items, some operational items were addressed in the final agreement.

- 1. Term of the Agreement:** June 1, 2024, through June 30, 2027
- 2. Salary Increase (Section 3.1.1):** All classifications in the bargaining group will receive a 3.0% general salary increase each year of the MOU. In addition, individual classifications will receive equity adjustments based on the labor market adjustment agreed to for each position. The total value of the salary increases applied across the bargaining group is as follows:
  - a. Year 1: The total value of a 6.91% base wage increase<sup>1</sup> for the bargaining group, which includes equity adjustments ranging between 1%-5%
  - b. Year 2: The total value of a 6.39% base wage increase for the bargaining group, which includes equity adjustments ranging between 1%-3%
  - c. Year 3: The total value of a 6.77% base wage increase for the bargaining group, which includes equity adjustments ranging between 0%-2.5%

The salary schedule included in the attached MOU authorizes the proposed new salary range for each position.

- 3. Full Flex Cafeteria Plan (Article 4.2.1):** To address rising healthcare costs and improve the City’s ability to recruit and retain employees and to improve the market position among comparator agencies, employees will receive an increase in their monthly Flex Dollar Allowance as noted below:

Health Tier	Current	Increase	Effective Dec 2024
Employee Only	\$ 801.64	\$ 148.36	\$ 950.00
Employee +1 dependent	\$ 1,294.79	\$ 605.21	\$ 1,900.00
Employee + Family	\$ 1,907.65	\$ 492.35	\$ 2,400.00

For the term of this MOU, on December 15, 2025 and December 15, 2026, the flex dollar amount shall increase up to a maximum of 5%, based on the Kaiser Bay Area premium rate increase. If the Kaiser Bay Area premium rate increase is between 10%-15%, the City and employees represented by SRFA will split the cost of the increase above ten percent (10%) evenly. Should the rate increase exceed 15%, the City and the Association agree to reopen the MOU to negotiate the employer’s contribution to healthcare. Upon expiration of the MOU, the flex dollar amount increase shall revert back to a maximum of 3%, based on the Kaiser Bay Area premium rate increase.

- 4. Out of Class Compensation (Section 3.3.4):** Amended an existing provision to allow employees

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<sup>1</sup> The “total value” of a base wage increase is the total cost of the wage increase across all represented classifications and includes the cost of living salary increase and applicable equity adjustments.

who meet the minimum qualifications of a higher rank to work “out of class” and receive increased compensation after working a minimum of four hours in that higher rank.

5. **Bilingual Pay (Section 3.5.3):** Increases compensation for employees fluent in a language other than English. Employees who demonstrate proficiency in speaking and writing a language may receive up to an additional \$250.00 monthly.
  
6. **Non-Economic Items:** In addition to the items discussed above, an agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:
  - Gender Neutral Language (Throughout MOU): Replaced references to “he,” “she,” “his,” and “hers” with “they,” “them,” and “their.”
  - Paramedic Liaison (Section 3.4.2): Parties agree to meet and confer regarding possible modifications to Paramedic Liaison assignments.
  - Uniform Allowance (Section 3.5.1): Removes the uniform brand name from the MOU and replaces it with “department-approved.”
  - Holidays – Days Observed (Section 5.4.1): Incorporates side letter recognizing Juneteenth as a City holiday.
  - Bereavement Leave (Section 5.5.7): Updated existing bereavement language to comply with changes in state law.
  - Traumatic Incident Leave (Section 5.5.8): Allows the Fire Chief to authorize up to forty-eight hours of leave for an employee who has experienced a traumatic incident while on duty.
  - Paid Parental Leave (Section 5.5.9): Provides 300 hours (or 13 shifts) of paid parent leave for employees following the birth or adoption of a child.
  - End of Life Care Leave (Section 5.5.10): Provides up to 80 hours of paid leave for an employee who is providing care to a family member at the end of their life
  - Fire Captain Qualifications (Section 6.4.2): Cleans up language regarding the minimum qualifications for the rank of Fire Captain.
  - Fire Captain – Administrative Duty (Section 6.4.3): Incorporates an existing side letter agreement that modified the duties of a Fire Captain working on an administrative assignment.
  - Duration of Eligibility Lists (Section 6.4.5): Increases the duration of eligibility lists for entry-level and promotional positions from twelve to twenty-four months.
  - Medical Expense Reimbursement Plan (6.10.8): Commits the City and SRFA to analyze the possibility of implementing a Medical Expense Reimbursement Plan by July 1, 2026.

**FISCAL IMPACT:**

The current total annual salary and benefit cost for the 68 employees of SRFA is \$19,228,617. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	<b><u>Incremental FY 2024-25</u></b>	<b><u>Incremental FY 2025-26</u></b>	<b><u>Incremental FY 2026-27</u></b>
<b>Wages:</b>			
Salary	\$707,588	\$649,244	\$686,476
<b>Other Costs:</b>			

Pension*	\$462,321	\$425,617	\$450,849
Taxes (Medicare, WC)	\$ 69,023	\$ 63,312	\$ 66,923
Benefits	<u>\$274,843</u>	<u>\$ 71,537</u>	<u>\$ 75,242</u>
<b>Total Annual Incremental Costs:</b>	<b>\$1,513,775</b>	<b>\$1,209,709</b>	<b>\$1,279,490</b>
<b>Total Over Term of Contract</b>	<b>\$4,541,325</b>	<b>\$2,419,418</b>	<b>\$1,279,490</b>
			<b>\$8,344,209</b>

*\*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.*

Over the term of the agreement, the contract costs are \$8,344,209 for an effective date of June 1, 2024. The increase in compensation included in this resolution is being reflected in the City's FY2024/25 budget and updated budget projections. Funding for these positions is provided for within the City's General Fund (73%) and EMS/Paramedic Tax Special Revenue Fund (27%).

**OPTIONS:**

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

- Adopt the resolution
- Adopt resolution with modifications.
- Direct staff to return with more information.
- Take no action.

**RECOMMENDED ACTION:**

Adopt a resolution approving a successor memorandum of understanding (MOU) pertaining to compensation and working conditions for the San Rafael Firefighters' Association (SRFA) beginning June 1, 2024, and ending June 30, 2027.

**ATTACHMENTS:**

1. Resolution with attached MOU between the City of San Rafael and the San Rafael Firefighters' Association for June 1, 2024, to June 30, 2027 (and all attachments)
2. Draft MOU with tracked changes

**RESOLUTION NO.**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL FIREFIGHTERS' ASSOCIATION (SRFA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JUNE 1, 2024 THROUGH JUNE 30, 2027)**

**WHEREAS**, the City of San Rafael and representatives of SRFA have met and conferred in good faith with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

**WHEREAS**, a Memorandum of Understanding ("MOU") pertaining to the three-year period from June 1, 2024, through June 30, 2027, has been ratified by SRFA members.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1: From and after the date of adoption of this Resolution, the City of San Rafael and San Rafael Firefighters' Association (SRFA) shall utilize the MOU for the period beginning June 1, 2024, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by SRFA.

Section 2: The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

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 the City of San Rafael, held on the 20<sup>th</sup> of May 2024, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

---

Lindsay Lara, City Clerk



**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF SAN RAFAEL**

*and*

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION**

**I.A.F.F., LOCAL 1775**

*JUNE 1, 2024 - JUNE 30, 2027*

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**LIST OF EXHIBITS**

Exhibit A	Salary Schedules for June 1, 2024 – June 30, 2027
Exhibit B	San Rafael Firefighters’ Association Represented Benchmark and Internal Relationships
Exhibit C	San Rafael Fire Department Drug and Alcohol Testing Policy and Procedures
Exhibit D	Firefighters Outside Employment Policy
Exhibit E	Memorandum from Liebert Cassidy Whitmore regarding Firefighters Memorandum of Understanding & Firefighters Bill of Rights
Exhibit F	Side Letter, Chief Officer Suppression Qualifications
Exhibit G	Side Letter, Acting Captain Requirements

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF SAN RAFAEL**  
**and**  
**SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775**

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, and representatives of the City of San Rafael have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Chapter 1, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and the employer/employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the San Rafael City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing June 1, 2024, or the first full pay-period after Council ratification of a new MOU, whichever occurs later, and ending June 30, 2027. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Firefighters' Association, I.A.F.F., Local 1775, the employees it represents, and the City of San Rafael.

As used throughout this Memorandum of Understanding, the pronoun designations "they" or "their" is intended to be applicable to both the male and female gender.

## **1 GENERAL PROVISIONS**

### **1.1 RECOGNITION**

#### *1.1.1 Association Recognition*

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code Section 3501, (b), for all employees in classifications represented by the Association, said classifications being set forth in Exhibit A.

#### *1.1.2 City Recognition*

The Municipal Employee Relations Officer of the City of San Rafael or any person or organization duly authorized by the Municipal Relations Officer, is the representative of the City of San Rafael, hereinafter referred to as the "City" in Employer-Employee relations, as provided in Resolution No. 12189 adopted by the City Council on February 5, 2007.

### **1.2 NON-DISCRIMINATION**

#### *1.2.1 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 orientation, perceived sexual orientation, gender, gender expression, gender identity,, marital

status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental 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 (Chapter 7).

#### **1.2.2 Association 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 the Association.

### **1.3 INSPECTION OF MEMORANDUM OF UNDERSTANDING**

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

### **1.4 EXISTING LAWS, REGULATIONS & POLICIES**

This Memorandum is subject to all applicable laws.

### **1.5 STRIKES & LOCKOUTS**

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and the Association agrees that it will not agree to, encourage, or approve any strike or slow down 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.

### **1.6 SEVERABILITY**

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

### **1.7 FULL UNDERSTANDING, MODIFICATION, WAIVER**

#### **1.7.1 Joint Representation**

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

#### **1.7.2 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, nor as to wages or fringe benefits during the period of the term of this Memorandum. 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 of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after June 1, 2027.



### 1.7.3 *Effective Dates*

This Agreement will be in effect from June 1, 2024, or the first full pay-period after Council ratification of a new MOU, whichever occurs later, through June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

## **1.8 JOINT STUDY ON SERVICE DELIVERY MODELS AND REOPENER OPTION**

The Association and Department Management Staff agree to participate in a joint study to analyze the service delivery models related to the ALS and BLS provisions in the MOU set forth in section 3.4.4 and 3.4.5. The joint study will review the following:

- a. Potential benefits or detriments of alternative delivery models such as a BLS pilot program including the research and consider the creation of a Part-time Medical Technician Job Classification including establishing a minimum set of training standards including physical standards (feeder network for internally developed ALS candidates)
- b. Assessing overtime costs
- c. Assessing force hires
- d. Assessing trend on service levels (for purposes of this criteria, service levels means response times to calls for service and maintaining effective response force consistent with Department policies)
- e. Assessing the need for mutual aid
- f. Safety of the public and Department personnel
- g. Staffing levels
- h. Cost analysis of any options
- i. Assessing SOPs
- j. Assessing ALS candidate pool trends for ALS hires
- k. Establish criteria for downgrading a call from an ALS call to a BLS call.
- l. Any other relevant criteria

The parties will complete the study and document the findings in a report no later than June 30, 2022. The report will be provided to the City Manager for review. Should an outside agency be used to assist the study, the agency would have to be mutually agreed upon by SRFA and the City. Opening the MOU to address the findings of the study would require the mutual agreement of the SRFA and the City.

## **2 MMBA**

### **2.1 ASSOCIATION RIGHTS**

#### **2.1.1 *Advance Notice of Change***

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, and any Board or Commission, or

any Department and the Association shall be given the opportunity to meet and confer with the City and Representatives prior to adoption. In cases of emergency, when the City Council determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet and confer at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution or regulation shall be provided to the association together with the notice required by this Section, whenever possible.

### 2.1.2 *Dues Deduction*

Payroll deduction for membership dues shall be granted by the City to the Association.

The following procedures shall be observed in the withholding of employee earnings:

1. Payroll deductions shall be for a specified amount in uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deductions shall be made only upon the employees' written authorization.
2. Authorization, cancellation or modifications of payroll deduction shall be made upon forms provided or approved by the City Manager or their designee. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager or their designee. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the classification to which such employees are assigned.
3. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
4. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period.
5. In the case of an employee who is in a non-pay status during a part of the pay period, if the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
6. The Association shall file with the City an indemnity statement wherein the Association shall indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues, assessments and other payments to the Association. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

### 2.1.3 *Release Time*

The City shall allow a reasonable number of Association representatives who are official representatives of the Association be given time off without loss of compensation or other benefits when formally meeting and conferring with representatives of this City on matters within the scope of representation. One hundred forty-four (144) hours per calendar year shall be

provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Fire Chief. Once approved, hours will be deducted from this total on an hour for hour basis per representative. Except by mutual agreement, the number of Association representatives excused for such purposes shall not exceed three (3) at any one time, per the approval process outlined above.

#### *2.1.4 Association Access to Work Locations*

Reasonable access to employee work locations shall be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with City representatives. Access may be restricted so as not to interfere with the normal operations of Department or with established safety or security requirements.

#### *2.1.5 Association Office Space*

The Association shall be allowed office space on City property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

#### *2.1.6 Conduct of Business*

Consultations between the City and the Association, for discussion of grievances and for negotiations between the City and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

#### *2.1.7 Association Meetings*

The Association shall be able to use Fire Department facilities for meetings provided space and time are available. All meetings using Fire Department facilities must have prior approval of the Fire Chief or their designee. Employees and companies normally covering the first in district where any such meeting is being held will be allowed to attend provided, they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

#### *2.1.8 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 inform the employee, as soon as possible, of the terms and provisions of this Memorandum of Understanding and will provide said 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.

#### *2.1.9 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 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 of facts which are the basis of the management decision.
3. To determine the necessity of any 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 organizational 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, the Firefighters Procedural Bill of Rights and this Memorandum of Understanding.
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 Rules and Regulations.
15. To determine policies, procedure 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 its 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 Association agree and understand that if, in the exercise of any of the 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 Meyers/Milias/Brown Act, case law interpreting said act, and/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.

### **3 COMPENSATION**

#### **3.1 TOTAL COMPENSATION**

##### **3.1.1 Salary Increases**

First Year compensation increases will take effect the pay period including June 1, 2024 or the first full pay period following Council ratification of a new MOU, whichever occurs later:

Year 1:

- All classifications – 3.0% general salary increase June 1, 2024
- Firefighter Paramedic – 3.5% equity adjustment (6.5% total increase) on June 1, 2024
- Fire Engineer – 5.05% equity adjustment (8.05% total increase) on June 1, 2024
- Fire Captain – 3.55% equity adjustment (6.55% total increase) on June 1, 2024
- Fire Mechanic – 1.0% equity increase (4.0% total increase) on June 1, 2024

Year 2:

- All classifications – 3.0% general salary increase July 1, 2025
- Firefighter Paramedic – 3.0% equity adjustment (6.0% total increase) on July 1, 2025
- Fire Engineer – 3.0% equity adjustment (6.0% total increase) on July 1, 2025
- Fire Captain – 3.0% equity adjustment (6.0% total increase) on July 1, 2025
- Fire Mechanic – 1.0% equity adjustment (4.0% total increase) on July 1, 2025

Year 3:

- All classifications – 3.0% general salary increase July 1, 2026
- Firefighter Paramedic – 2.5% equity adjustment (5.5% total increase) on July 1, 2026, and a 1.0% general salary increase on January 1, 2027
- Fire Engineer – 2.5% equity adjustment (5.5% total increase) on July 1, 2026, and a 1.0% general salary increase on January 1, 2027
- Fire Captain – 2.5% equity adjustment (5.5% total increase) on July 1, 2026, and a 1.0% general salary increase on January 1, 2027

##### **3.1.2 Compensation Goal & Definitions**

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the Association in an amount equal to the following:

1. The average, plus one dollar, of the total compensation paid to the same or similar classifications in the following ten (10) cities/districts: Alameda, Alameda County, Fairfield, Hayward, Napa, Novato Fire District, Santa Rosa, Southern Marin, South San Francisco, and Vallejo; AND,
2. The highest total compensation paid to the same or similar classifications in agencies in Marin County.

Total Compensation for survey purposes shall be defined as: Top step base hourly pay rate (excluding longevity pay steps), educational incentive pay, EMT 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.

### 3.1.3 *Compensation Surveys*

To measure progress towards the above-stated goal, the City will survey the benchmark position, Firefighter-Paramedic before February of the final year of this contract.

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 having similar job duties, qualifications, class and grade compared to the Association's benchmark position. The City and the Association may identify other city/agency positions to be included in San Rafael's compensation survey upon similar duties, qualifications, class and grade to those set out in Exhibit B of this MOU.

Survey data will include all salary and benefit increases, as defined in 'total compensation', in place or to be effective no later than February 1 of that same year. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

### 3.1.4 *Pay Schedule*

During the term of this Agreement, the parties may reopen negotiations on the City's proposed change of the payroll schedule for suppression personnel from 24 pay cycles per year to payment after each twenty-four day FLSA 207(k) work period, which would be approximately 15 pay cycles per year. Any changes to mandatory subjects of bargaining during the term of the MOU will be implemented subject to mutual agreement.

### 3.1.5 *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 SRFA.

## **3.2 EDUCATIONAL INCENTIVE**

To increase the educational level of the employees in the Fire Department, and to assist in the recruitment of public safety members into the fire service, the City shall pay an educational incentive in accordance with the following:

### 3.2.1 *Thirty (30) College Units Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and have successfully completed 30 accredited college units of Fire Science or Fire Technology shall receive additional compensation amounting to 2.5% of their base hourly pay rate. Lateral hires with at least 1 year of full-time Firefighter experience with another agency will be eligible for this incentive upon hire.

### 3.2.2 *AA Degree Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who possess an A.A. or A.S. degree in Fire Science or Fire Technology shall receive additional compensation amounting to 5% of their base hourly pay rate. Lateral hires with at least 1 year of full-time Firefighter experience with another agency will be eligible for this incentive upon hire.

### 3.2.3 EMT I

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional compensation amounting to 2.5% of their base hourly pay rate. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT - 1, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT - 1 certificate as a condition of employment.

### 3.2.4 Other Job-Related Courses

It is agreed that college course work other than those specified in "3.2.1." and "3.2.2." completed by non-safety members of the department may be deemed to be job-related by the Fire Chief to qualify for the 2.5% or 5.0% educational incentives. This is provided in lieu of "3.2.1." or "3.2.2." but will not preclude an employee from receiving "3.2.1." or "3.2.2." It is agreed that an employee shall receive not more than one (1) educational incentive. Educational incentive for non-safety members of the department shall not exceed 5.0% exclusive of EMT incentives.

## 3.3 OUT OF CLASS COMPENSATION

When safety employees work out of their normal classification, they will be compensated and governed by the following rules:

### 3.3.1 Firefighters and Firefighter-Paramedics

All firefighters and firefighter-paramedics with one and one-half (1.5) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Engineer's promotional examination are eligible to work out-of-class as an Engineer.

All firefighters and firefighter-paramedics with four (4) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Captain's promotional examination are eligible to work out-of-class as Captain.

### 3.3.2 Fire Engineers

All Engineers who provide documentation which proves that they meet the minimum eligibility requirements to take the Captain's promotional examination are eligible to work out-of-class as a Captain.

### 3.3.3 Fire Captains

All Fire Captains who meet the eligibility requirement to take the Battalion Chief-Operations promotional exam may work out of class as Battalion Chief-Operations.

### 3.3.4 Out of Class Compensation

When qualified employees are filling a vacancy to work out of their normal classification as an acting Engineer, Captain, or Battalion Chief for 4 hours or greater, they will be compensated hour-for hour, to the nearest half hour, at the same step as their regular position, (example: an Engineer at Step D acting as Captain will be paid Step D Captain wages).

### **3.4 SPECIALTY COMPENSATION**

#### **3.4.1 Paramedic Certification**

Fire Captains and Engineers are not eligible for the Paramedic compensation. Fire Captains, Engineers and Firefighter-Paramedics are eligible for an A.C.L.S. incentive equal to 2.5% of their base hourly pay rate in lieu of the E.M.T. incentive (applicable only to those employees who have completed their first year of full-time service). Lateral hires with at least 1 year of full-time Firefighter experience with another agency will be eligible for this incentive upon hire.

All fees and continuing education expenses associated with license maintenance will be reimbursed by the City upon verification of completion of the required training.

#### **3.4.2 Paramedic Liaison**

The Paramedic liaison and Assistant Paramedic liaison will be selected by those individuals assigned Paramedic duty and will serve for a minimum of one (1) year and a maximum of two (2) years. The individual selected as the Paramedic Liaison will receive \$200.00 per month premium pay over and above their base hourly pay rate while serving in this capacity. The individual selected as the Assistant Paramedic liaison will receive \$100 per month premium pay over and above their base hourly pay rate while serving in this capacity. Individuals may serve more than the 2 year maximum if no other candidates accept a nomination and run for the position.

The Parties agree to reopen this Article and Section to meet and confer regarding modifications to the Paramedic liaison and Assistant Paramedic assignments including duties, selection process and compensation to address operational issues within the Department.

#### **3.4.3 EMT / Ambulance Drivers**

EMT-1 drivers shall receive a ten-dollar (\$10.00) bonus for each shift, full or partial that they are assigned to drive either ambulance. Regular assignment to the paramedic unit as an EMT-1 shall be voluntary. Non-voluntary assignment to the paramedic unit as an EMT-1 shall be made to cover absence of members regularly assigned to the unit. Association members cannot refuse assignments to staff the paramedic ambulance.

#### **3.4.4 ALS Transport Units**

The Fire Department operates three ALS transport units. Two full-time ALS units will be staffed with two (2) Firefighter EMT-P. The "cross-staffed" ALS unit will be staffed with a minimum of one (1) Firefighter EMT-P and one (1) EMT Captain, Engineer, or Firefighter. The cross-staffed unit operates from a fire station that will be decided at the discretion of the Fire Chief and may vary on different platoons. Captain or Engineer EMT-Ps may volunteer to staff an ALS ambulance.

The Department will utilize an available fourth ALS Transport Unit at the discretion of the on-duty Battalion Chief or on-duty Fire Captains as needed to maintain adequate service levels.

The City shall have the right to deploy ALS Transport Units where needed as determined by the Fire Chief.

#### **3.4.5 BLS Transport Unit**

The department may deploy a BLS Transport Unit during the term of this agreement. The management and operational procedures related to this unit will be resolved through negotiations with the Department's Management Staff and the Association.



### **3.5 OTHER COMPENSATION**

#### **3.5.1 Uniform Allowance**

Uniform members of the Fire Department shall receive a uniform allowance in the amount of \$567.50 at the completion of each six months of service ending May 31 and November 30. Uniform member employees shall receive a pro-rated amount during the first and last six months of service of \$94.58. Effective January 1, 2009 the City shall provide all new hire uniform members with 1 shirt and 1 pair of pants at the time of appointment. When needed, a maximum of 1 shirt and 1 pair of pants per year will be replaced by the City for all members. The uniform shall consist of Department-approved pants and the Department-approved Nomex uniform shirt. Fire Association members will be responsible for purchasing all other uniform related product with the uniform allowance provided. When uniform members leave employment, all shirts and pants will be returned to the department.

Fire administration will work with the Fire Association to identify 2 vendors for boot purchase. During odd numbered years, employees will be eligible for 1 pair of boots and will be responsible for any boot cost exceeding \$160.

#### **3.5.2 Call-Back Pay**

Employees covered by this Memorandum of Understanding shall be paid at a rate of time and one-half of the affected employee's regular hourly rate. Whenever an employee is asked to continue their work past the scheduled duty day or is called back to unscheduled duty by the Department. In such cases, a minimum of two hours callback pay shall be paid.

#### **3.5.3 Bilingual Pay**

Job performance in classifications represented by the Association may receive bilingual pay for full fluency in a foreign language. Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition to the Fire Chief for this bilingual incentive pay. At the recommendation of the Fire Chief, the employee may begin to receive this bilingual pay incentive.

Criteria for approval of the bilingual pay incentive by the Fire Chief includes:

- a. Certification by a recognized school of the appropriate skill level; and/or
- b. Demonstrated ability of the proficiency level on the job; and
- c. Fire Chief's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.

Employees who have been approved for the bilingual pay incentive and are required in the performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and shall continue as long as the employee demonstrates (by work experience or re-testing) the full fluency skill level; and as long as the Fire Chief indicates the value of this skill to the department and the employee in the

completion of their regular work assignments. Removal of the bilingual pay incentive would be considered a non-disciplinary action.

## **4 BENEFITS**

### **4.1 JOINT BENEFITS COMMITTEE**

Both parties agree to continue to utilize the Joint Benefits Committee for on-going review of benefit programs, cost containment, and cost savings options. The committee shall be made up of representatives of Miscellaneous, Supervisory, Police, Fire and Management employees

### **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 shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution for an Employee, an Employee & One Dependent or an Employee & Two or More Dependents.

Effective July 1, 2024, the monthly flex dollar allowances shall be:

For employee only:	\$ 801.64
For employee and one dependent:	\$1,294.79
For employee and two or more dependents:	\$1,907.65

The monthly flex dollar allowance effective the first paycheck in December 2024 shall be:

For employee only:	\$ 950.00
For employee and one dependent:	\$1,900.00
For employee and two or more dependents:	\$2,400.00

#### **Flex Dollar Increases for this MOU Term**

Effective December 15, 2025, and December 15, 2026, the flex dollar allowances shall increase on the December 15<sup>th</sup> paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

**Upon the expiration of the MOU**, flex dollar allowances shall increase on the first paycheck on December 15, 2027, unless superseded by another agreement, 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 monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase medical insurance, taken in the form of cash to contribute to a deferred compensation (457) plan.

**Conditional Opt-Out Payment:** An employee may elect to waive the City's health insurance coverage and receive \$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, 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.

#### *4.2.2 Life Insurance and Accidental Death & Dismemberment*

The City pays 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.

Members of the Firefighters Association may choose to subscribe to a long-term disability (LTD) plan other than that offered by the City as long as there is no cost to the City.

#### *4.2.3 Retirees Health Insurance*

Employees represented by the Association who retire from the Marin County Retirement System are subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans and 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. Employees hired on or before January 1, 2010**

The City shall make a monthly retiree health insurance payment 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) shall not exceed \$557 per month. The City's retiree health insurance contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

**B. Employees hired by the City 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, 4.2.3 B, 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.

#### 4.2.4 *Contributions into Retiree Health Savings Account (RHSA)*

**For employees hired on or after January 1, 2010**, the City shall make a contribution each pay period into a Retiree Health Savings Account (RHSA) equal to 2.0% of top Step Firefighter-Paramedic base hourly pay for the pay period. Each eligible employee will make a contribution in the same amount each pay period as a payroll deduction. In the event an employee's salary is not sufficient to contribute the 2.0%, no City or employee contribution will be made until such time as the employee's salary is sufficient to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired.

#### 4.2.5 *Deferred Compensation Plan*

Over the course of this Agreement, the City will provide up to two deferred compensation plan providers, as allowed under the Internal Revenue Code Section 457. Costs of the plan are solely the responsibility of employees. No City contributions are provided for employees, except under the Payback provision identified in subsection 4.2.1 of this Memorandum of Understanding.

#### 4.2.6 *Flexible Spending Account (125 Plan) for Health & Dependent Care Expenses Reimbursement*

The City will continue to offer a Flexible Spending Account (Section 125 Plan) pursuant to the IRS Code. Flexible Spending Accounts offered by the City include:

- a. Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$2,500.
- b. Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 for calendar year 2006).
- c. 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.

The City shall establish an annual enrollment period for the Flexible Spending Account and each employee must re-enroll if they wish to participate in the FSA for the following calendar year. The City shall have the authority to implement changes to the FSA programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

### 4.3 DENTAL PLAN

#### 4.3.1 *Dental Plan*

- a. The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20 cost sharing after deductible) per calendar year per person, with a \$75 deductible limit per family; and orthodontic care (50/50 cost sharing).
- b. The dental plan shall provide for an 80/20 cost sharing for basic services such as casts, crowns and restorations. Major services such as bridgework and dentures are covered using a 50/50 cost sharing formula.
- c. The City will pay the entire premium cost for such a dental plan and shall pay the entire cost for any premium rate increases occurring during the term of this agreement.
- d. The calendar year benefit for each eligible, enrolled member is \$1,500 per calendar year. Orthodontic benefits remain unchanged and are limited to those dependents up to the age of 19 and subject to a \$1,000 per person, per lifetime benefit.

### 4.4 RETIREMENT

#### 4.4.1 *Retirement Contribution*

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

**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).

#### 4.4.2 *Additional Pension Funding*

Effective the pay period including September 1, 2013, each member shall pay an additional 1.0% of pensionable compensation to the Marin County Employee Retirement Association through a payroll deduction to help fund pension. This deduction shall be made on a pre-tax basis to the extent allowed by law.

#### 4.4.3 *Retirement Plans*

On January 1, 2007, 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 is based on an employee's single highest year of compensation with a 3% COLA benefit cap.

On January 1, 2007, 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 is based on an employee's single highest year of compensation with a 3% COLA benefit cap.

**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 consecutive three years of compensation, with a 2% COLA benefit cap.

**Miscellaneous 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 consecutive three years of compensation, in accordance with MCERA regulations. The annual pension adjustment will be a maximum of 2% COLA.

**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.

**Miscellaneous 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.

## **5 SICK LEAVE**

### **5.1.1 Accrual**

Each eligible full-time employee working a 56-hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 40-hour work week shall continue to earn sick leave credits at the rate of eight (8) hours per month.

All eligible full-time employees shall earn sick leave credits at the rates specified above, commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.4). The sick leave accrual rate is prorated for eligible part time employees.

### **5.1.2 Sick Leave Usage**

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

- a. Personal illness of the employee or illness within the immediate family (immediate family under subsection 5.1.2 a is defined as employee’s spouse, registered domestic partner, dependent children, grandparent, grandchild, sibling and/or employee’s parents or parent-in-laws) or physical incapacity of the employee resulting from causes beyond the employee’s control; or
- b. Enforced quarantine of the employee in accordance with community health regulations; or
- c. In the event of a death or critical illness in the immediate family, an employee may, upon proper notification, be allowed to be granted an absence up to five (5) consecutive calendar days (combining duty and off duty days), using sick leave as needed during this period of absence, for such a circumstance either in or out of state. Where such death

or critical illness has occurred, the employee will be expected to furnish satisfactory evidence of the situation to the Fire Chief if requested. The employee may request, and on approval of the Department Head, receive additional sick leave hours off in the event of such a death or critical illness in the immediate family. The immediate family is defined as spouse, children, parents, grandparents, brothers or sisters.

Except that in a. and b. above, an employee may not use sick leave for a work-related injury and/or illness once said employee has been determined permanent and stationary. The Association acknowledges the Fire Chief’s right to investigate sick leave abuse.

**5.1.3 Sick Leave Service Credit Option**

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 1999, 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, pursuant to Section 5.1.4 - Sick Leave Payoff).

**5.1.4 Sick Leave Payoff upon Termination of Employment**

Upon termination of employment by resignation, retirement or death, employees who leave the municipal service in good standing shall receive compensation of all accumulated unused sick leave, based upon the rate of two percent (2%) of each year of service to a maximum of fifty percent (50%). The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 40-hour work week and 1,680 hours for employees working a 56-hour work week. Sick leave payoff would be subject to a maximum of 600 hours for 40-hour per week employees and 840 hours for 56-hour per week employees, subject to the 2% per year formula noted above.

**5.2 VACATION LEAVE**

**5.2.1 Policy Statement**

Four (4) members per shift shall be allowed off on vacation during all days of the calendar year except for those sets of shifts containing a designated holiday as defined in Section 5.4.1 and including December 24<sup>th</sup> and 31<sup>st</sup>. For sets of shifts containing a holiday, three (3) members shall be allowed off on vacation. Vacation shall be administered in accordance with current Fire Department policy, which is incorporated into this MOU by reference of this statement.

**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 accrue vacation at the rate shown in the charts below:

**For 40-hour per week employees**

<b>MONTHS OF SERVICE</b>	<b>ACCRUAL PER YEAR</b>	<b>ACCRUAL PER PAY PERIOD</b>
0 – 35 months	10 days or 80 hours	3.33 hours
36 – 119 months	15 days or 120 hours	5.0 hours
120 – 179 months	20 days or 160 hours	6.66 hours
180+ months	25 days or 200 hours	8.34 hours

**For 56-hour per week employees**

<b>MONTHS OF SERVICE</b>	<b>ACCRUAL PER YEAR</b>	<b>ACCRUAL PER PAY PERIOD</b>
0 – 35 months	5 shifts or 120 hours	5.0 hours
36 – 119 months	7.5 shifts or 180 hours	7.5 hours
120 – 179 months	10.0 shifts or 240 hours	10 hours
180+ months	12.5 shifts or 300 hours	12.5 hours

**5.2.3 Vacation Accrual Cap**

During each calendar year employees will be limited (capped) in the number of vacation hours they can accrue.

No employee may accrue more than 250 hours for 40-hour per week employees and 396 hours for 56-hour per week employees. 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 will need to be in writing, submitted through the department, and received the approval of the Fire 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 and be consistent with the provisions of the MOU. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition of vacation accrual over the cap be extended beyond one additional year.

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 their current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully completed their initial probationary period.

**5.2.4 Vacation Accrual when on 4850 Leave**

While on 4850 leave, if an employee exceeds the maximum vacation accrual (250 for 40 hours/week employees or 396 for 56 hours/week employees) they will be bought down to 200 vacation hours for 40-hour employees and 300 vacation hours for 56-hour employees. This buy-down will occur when the employee returns to regular duty and will be documented via a Personnel Action Report (PAR). The buy-down will not prevent employees from participating in the vacation conversion program. Once the employee's hours have been bought down the employee will then continue to accrue vacation hours at their regular rate.

**5.2.5 Vacation Relief**

Beginning January 2005, the City converted to the constant staffing model and was no longer hiring vacation relief positions. Should the City wish to return to using vacation relief, following meeting and conferring with the Firefighter's Association on the implementation of such change, primary selection for vacation relief will occur annually and will be voluntary based on seniority (those employees in the Firefighter job class with the most seniority in the Fire Department will have the first opportunity to sign up for vacation relief).



If through the above reference voluntary selection process the department is unable to identify an adequate number of firefighters for this annual assignment employees will be assigned by the department using a least senior (seniority within the Fire Department) procedure.

Employees volunteering and/or being assigned to the vacation relief assignment must have completed two years with the San Rafael Fire Department as a safety member. At no time will there be more than two (2) Firefighter/Paramedics per shift assigned to Vacation Relief.

Those employees assigned to this annual vacation relief assignment shall be paid \$125.00 per month.

No employee shall serve more than three (3) consecutive years on vacation relief. After three (3) years of not serving on vacation relief, such employee may then work up to three (3) consecutive years on vacation relief.

### **5.3 LEAVE CONVERSION TO HOUR FOR HOUR**

#### *5.3.1 Accrued Balance Conversion*

On January 1, 1995, each employee covered by this Memorandum of Understanding working a regularly scheduled 24-hour shift schedule had their current balances of accrued sick leave hours and accrued vacation leave hours multiplied by a factor of 1.5. The resulting figures then became each employee's new accrued balances of sick and vacation leave.

#### *5.3.2 Sick and Vacation Leave Usage*

Each employee covered by this Memorandum of Understanding shall have one (1) hour of sick leave or one (1) hour of vacation leave, as appropriate, deducted from their accrued balance for each hour of leave used during any reportable 24-hour period.

#### *5.3.3 Hourly Rate for Leave Payoff*

Effective with the conversion to hour for hour reporting, the hourly rate used for leave payoff purposes shall be based on 2080 annual work hours for represented job classes working a 40 hour work week and 2920 annual work hours for represented job classes working a 24-hour shift schedule.

#### *5.3.4 Vacation and Sick Leave Accrual Conversion*

When a member moves from a 24-hour shift schedule to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balances.

When a member moves from a 40-hour work week to a 24-hour shift schedule, accrued vacation and sick hours will be multiplied by 1.4 to determine new vacation and sick leave balances.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

### **5.4 HOLIDAYS**

#### *5.4.1 Days Observed*

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

January 1 <sup>st</sup>	New Year's Day
Third Monday in January	Martin Luther King Day
February 12 <sup>th</sup>	Lincoln's Birthday
Third Monday in February	Washington's Birthday
March 31 <sup>st</sup>	Cesar Chavez Birthday
Last Monday in May	Memorial Day
June 19 <sup>th</sup>	Juneteenth
July 4 <sup>th</sup>	Independence Day
September 9 <sup>th</sup>	Admission Day
As observed by the City of San Rafael	Veteran's Day
As observed by the City of San Rafael	Thanksgiving Day
As observed by the City of San Rafael	Day after Thanksgiving
December 25 <sup>th</sup>	Christmas Day

#### 5.4.2 *Holiday Pay*

All twenty-four hour shift employees covered under this Memorandum of Understanding are entitled to additional straight time compensation for every holiday in Section 5.4.1 that they are employed with the City. Straight time or straight hourly rate is defined as base hourly rate plus eligible premium pays. Compensation will be paid in the pay period in which the holiday occurs. The holiday pay formula for each holiday will be based on the employee's straight hourly rate multiplied by twelve hours. The holiday pay amount will be factored into the regular rate of pay for FLSA overtime.

All 40-hour week employees shall receive an 8-hour paid day-off or shall be paid one hour of additional straight time for each hour worked on the holidays listed in Section 5.4, in addition to 8 hours of holiday compensation at the straight hourly rate.

For both 40-hour work week employees and 56-hour work week employees, in order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday. Paid status shall include any payroll status except Leave Without Pay.

#### 5.4.3 *Holiday Routine*

Holiday routine shall apply to New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. In addition to the emergency responses, the holiday routine shall consist of the normal daily emergency preparedness, routine maintenance of facilities and equipment and the related administrative work, and participation in public education or community events.

### **5.5 OTHER LEAVE**

#### 5.5.1 *Court Appearance*

Employees required to appear in court or other official hearings shall be granted a leave of absence with pay from their assigned duty until released by the Court. Employees required to appear in Court or other official hearings other than during their regular tour of duty shall receive a minimum of four (4) hours pay calculated at one and one-half times the employee's base hourly pay rate. Employees shall appear in Class A uniform. The Fire Department, when informed, shall provide appearance information for the employees. This information shall be

made available, if known, by 6:00 p.m. on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for calling the dispatcher after 6:00 p.m.

#### 5.5.2 *Jury Duty*

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duty until released by the court. The employee shall notify their employer in advance when summoned for jury duty. If the employee is a shift employee and is selected to serve on a jury, said employee shall not be required to perform duty during non-court hours until released by the court.

#### 5.5.3 *Military Leave*

Military leave as defined in State law shall be granted to any regular employee.

All employees entitled to Military Leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

#### 5.5.4 *Workers' Compensation / Industrial Injury Leave*

Safety employees shall be governed by the provisions of Section 4850, et seq. of the Labor Code. Non-safety employees shall be governed by applicable state law and City Rules and Regulations. Refer to Section 5.1.2. for qualifications regarding use of accrued sick leave.

#### 5.5.5 *Family Medical Leave / California Family Rights Act*

Family leave shall be granted in accordance with the Federal FMLA of 1993 and the CFRA of 1991. Requests for Family leave are submitted to the Fire Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval.

#### 5.5.6 *Catastrophic Leave*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Catastrophic Leave Policy which is available on the City's Intranet website.

#### 5.5.7 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, parent in-law(s), sibling in-law(s), grandparent, grandchild or a 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 and two days unpaid for 40 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave within the state and up to five (5) days for 40 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave may be granted to attend an out of state funeral. For any unpaid bereavement days, the employee may elect to use other accrued leaves. All bereavement leave must be exhausted within 3 months of the date of the death of the family member.

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

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

### 5.5.8 *Traumatic Incident Leave*

At the discretion of the Fire Chief, an employee who has experienced a traumatic incident while on duty may be granted up to the remainder of their regular assigned set (up to forty-eight hours), or the remainder of their overtime shift (up to twenty-four hours) to address the mental and/or physical impacts of the incident. Traumatic incident leave granted to an employee under this provision shall not exceed forty-eight (48) hours.

### 5.5.9 *Paid Parental Leave*

#### Eligibility:

Effective July 1, 2024, any full-time, regular, or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

1. Birth of a child of the employee, the employee's spouse, or the employee's domestic partner.
2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

The City Manager may authorize, upon the recommendation of the Fire Chief, an exception to the eligibility provisions, when it is, in their opinion, necessary in order to hire or retain qualified personnel. In these circumstances, the benefit will be prorated based on the number of months employed.

#### Benefit and Use:

1. Eligible employees shall be granted 13 shifts of PPL leave for members on a 56-hour work week and 300 hours for members on a 40-hour work week to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby/child bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.
2. PPL is based on a 12-month rolling calendar. No more than 13 shifts for a member on a 56-hour work week, or 300 hours for members on a 40-hour work week may be used in any 12-month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.
3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.
4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
5. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with

FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is fewer hours than their regularly scheduled work hours.

6. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less (for a 40-hour work week employee), or 48 hours or less (for a 56-hour work week employee) to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 or 48 hours (dependent upon work schedule) or less.

7. Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

#### Coordination of Benefits & Leaves:

- PPL taken under this provision will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee's sick leave balance is reduced to 40 hours or less for members on a 40-hour work week, and 48-hours or less for members on a 56-hour work week.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee's normal gross salary rate.
- The use of Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby/child bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to Fire Chief approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

#### Additional Restrictions

Notwithstanding the requirements of other state and federal protected leave (such as FMLA, PDL, CFRA, School leave, etc.), where this leave is not coordinated with another protected leave status, the following rules shall apply:

- Due to the scheduling complexities in a 24/7 facility, an employee must use these leaves in increments of a full shift.
- Unless there is specific approval by the Fire Chief, as applicable, these leaves must be used consecutively and not intermittently by eligible employees.
- Unless there is an emergency need to use one of these leaves, these leaves may not be used to disrupt the shift bid for major holidays including Thanksgiving and Christmas and the week surrounding those holidays, when vacation requests are high. For example, if an employee is not successfully able to bid the week between Christmas and New Years through the shift bidding procedure, the employee will not be able to take PPL for that holiday week and bump someone who successfully bid for the week.

- If the department is operating below daily minimum staffing and/or the department is experiencing a high vacancy rate, the Chief may temporarily suspend these benefits until staffing returns to normal.
- An eligible employee who desires exceptions to any of the parameters listed above may submit their requests to the Fire Chief for consideration.

#### 5.5.10 *End of Life Care Leave*

##### Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, siblings-in law, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

##### Benefit and Use:

1. Eligible employees shall receive 4 shifts of End of Life Care leave for members on a 56-hour work week, and 80 hours for members on a 40-hour work week to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.
2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.
3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use End of Life Care Leave except as described in paragraph 5 above.

Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

## **6 TERMS & CONDITIONS OF EMPLOYMENT**

### **6.1 HOURS OF WORK**

All suppression employees shall work a set of twenty-four hour shifts within a three (3) platoon system. Each suppression shift lasts twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set is two consecutive twenty-four hour shifts.

#### *6.1.1 Work Schedule / Established Work Week*

Employees shall be assigned to either eight hours per shift, 40 hour per calendar week administrative shifts or twenty-four hour suppression shifts. All suppression employees are scheduled to work four sets of twenty-four (24) hour shifts within each twenty-four (24) day FLSA Section 7k work period as is illustrated below (commonly referred to as the "2X4" schedule):

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XXOOOO/XXOOOO/XXOOOO/XXOOOO

Fire prevention personnel may work different schedules according to administrative needs.

Any employee working the 2 X 4 suppression schedule described above may agree to transfer to prevention, training or other special assignment, subject to the approval of the Fire Chief. An employee assigned to any of these special assignments who works an eight-hour shift shall receive a 5.0% premium pay. The special assignment shall last two years unless the Fire Chief and employee agree to extend the assignment.

The 2 X 4 schedule shall not change the rules regarding use of sick leave. Employees should notify the Fire Department administration that sick leave use is needed according to current policy and before each 24-hour shift. It is acknowledged by all parties that if a Fire Captain, Fire Division Chief or Fire Battalion Chief determines that an employee is too fatigued to continue work said Officer is authorized to send the employee home on sick leave.

#### *6.1.2 Shift Trade Policy*

To provide a mechanism which will enable Fire Department members to take a normally assigned work shift off without having to use vacation time, a shift trade policy has been implemented in order to maintain appropriate staffing levels. Refer to Fire Department Policy VI.

### **6.2 OVERTIME**

#### *6.2.1 Overtime*

The work period for suppression personnel is twenty-four days pursuant to Section 207(k) of the FLSA, which begins at 8 a.m. on the first day of the work period and at 7:59 a.m. on the last day of the work period. The work period for non-suppression employees is seven days per week for 40 hours per week. The work period for administrative personnel is seven days, Sunday through Saturday of each calendar week. For administrative personnel, all work periods begin at midnight on the first day of the period and end one minute before midnight on the last day of the period.

The City shall pay FLSA overtime, i.e. hours actually worked in excess of 182 per 24-day work period, in compliance with the law. For non-suppression employees, the City shall pay FLSA overtime for any hours actually worked in excess of 40 hours per seven-day work period.

Approved paid vacation and approved paid sick leave shall count as hours worked towards overtime. There shall be no compensatory time off; all overtime shall be paid overtime.

In order to maintain appropriate staffing levels, all overtime coverage will be made on a rank for rank basis only as outlined in Fire Department Policy IVI, or with the assurance all positions within the company are covered to current department standards, including the placement of at least one person licensed as a paramedic on each company.

The City may reopen negotiations during the term of the Agreement to negotiate any issue within the scope of representation affected by the City's administration of a new payroll system and/or changes made to comply with the FLSA.

#### **6.2.2 Contract Overtime**

For employees working a twenty-four hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime.

For employees working an eight-hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime eligibility..

#### **6.2.3 Maximum Continuous Hours of Work**

No employee shall work more than one hundred and twenty (120) consecutive hours without the written approval of the Fire Chief or the Fire Chief's designee.

### **6.3 EMD-CERTIFICATION**

EMT-D certification is a requirement for each employee with a safety classification. The certification is to be conducted on duty, between the hours 0800 and 1700, and counted as a portion of the eight-hour routine duty day.

### **6.4 SELECTION PROCESS**

#### **6.4.1 Promotional Recruitments**

Recruitments in the Firefighter series to the rank of Fire Engineer and Fire Captain shall be promotional. In the event that no qualified candidates are identified through the examination process, the position(s) will remain vacant and another promotional recruitment will begin as soon as feasible, as determined by the Fire Chief. This will continue until a qualified candidate is found. The City will strive to maintain active promotional lists to prepare for vacancies.

#### **6.4.2 Fire Captain Qualifications**

##### **Option 1**

- A. Four (4) years full time suppression experience in the Firefighter series.
- B. Associate Degree in Fire Science or Fire Technology.
- C. San Rafael Fire Department Engineer Certification or Engineer Rank.
- D. Completion of NWCG S-231 and S-290 certification.
- E. State Fire Training Fire Officer Certification or completion of State Fire Training Company officer curriculum.

- or -

##### **Option 2**

- A. Five (5) years full time suppression experience in the Firefighter series.
- B. State Fire Training Fire Officer Certification or completion of State Fire Training Company Officer curriculum.
- C. San Rafael Fire Department Engineer Certification or Engineer rank.



- D. Completion of NWCG S-231 and S-290 certification.

- or -

### **Option 3**

- A. Ten (10) years full time suppression experience in the Firefighter series.
- B. San Rafael Fire Department Engineer Certification or Engineer rank.
- C. Completion of Fire Command 1A and 1B or Company Officer 2D.
- D. Completion of NWCG S-231 and S-290 certification.

- or -

### **Option 4**

- A. Seven (7) years full time suppression experience in the Firefighter series, with three (3) of those being in the position of Fire Engineer with the City of San Rafael
- B. Fire Command 1A and 1B or Company Officer 2D.
- C. Completion of NWCG S-231 and S-290 certification.

For the purpose of definition, in Section 6.4.2., Firefighter series shall mean the following job classes: Firefighter, Firefighter-Paramedic, Fire Engineer and Fire Captain.

#### **6.4.3 Fire Captain – Administrative Duty**

Application for and acceptance of the position of Fire Captain includes the explicit understanding that Fire Captains may be assigned to either:

- A. Supervise a Fire Company and work a 24-hour per day shift on a 2 x 4 schedule

or

- B. Perform an Administrative assignment:

Operations personnel may be assigned to the 40-hour work schedule for assignments such as training, EMS, or other administrative functions. Ideally, these positions will be filled by volunteers from the rank of Captain, with mutual agreement of the Fire Chief and the Employee. If there are no volunteers, the position may be filled at the discretion of the Fire Chief in good faith discussion with the SRFA.

Ideally, the Employee will have cleared probation as a line Captain; however, this provision may be waived if mutually agreed upon by the Fire Chief and the SRFA.

The established workweek for the 40-hour employee shall be negotiable between the Employee and the Fire Chief or his designee, provided full completion of 40 hours per week. The workday shall include 1 hour dedicated for physical fitness of the employee.

#### **Assignment to Administrative Duty**

When the department needs to fill an administrative Captain position, a memo will be released describing the process timeline for selection. Interested candidates will respond to that memo and will be interviewed for the position. The Fire Chief will select the most qualified candidate.

Administrative positions, to include Training and EMS Captain, will be a 2-year assignment, after which a new selection process will begin. Should an administrative Captain desire to return to the line due to hardship, they will continue to serve in that role until a vacancy is open in the rank of Captain or a new candidate is selected. If after the 2-year term there are no new qualified candidates and the incumbent wishes to continue to serve beyond the 2 years, then

the Administrative assignment may continue at the discretion of the Fire Chief and the incumbent.

If two or more-line Captain positions are vacant then the department will wait to fill any vacant administrative Captain positions until the department can reach full staffing in the Captain rank.

### **Compensation and Overtime**

Captains filling an Administrative position shall receive 5% Premium pay as outlined in Section 6.1.1 and shall also receive an additional Incentive pay of 5% added to the base salary. The regular rate of pay shall include the Premium and Incentive pay when paying overtime for the administrative work.

Captains filling an Administrative assignment are eligible for shift overtime if it does not conflict with their regular work schedule. If a Captain works shift overtime, the hourly rate of pay will be adjusted to the 24-hour shift rate and the hourly rate will not include the 5% Premium Pay or the 5% Incentive Pay. Captains filling administrative assignments are exempt from mandatory overtime but may be subject to emergency recall.

### **Vacation and Sick Leave Accrual**

When a member moves from a 24-hour shift to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balance.

When a member moves from a 40-hour work week to a 24-hour shift, accrued vacation and sick hours will be multiplied by 1.4, to determine new vacation and sick leave balance.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

#### **6.4.4 Rule of Three**

Appointments made off of departmental promotional lists or open lists for Fire Department vacancies which have Fire Department employees on them require filling of vacancies from within the top three names on a certified list as follows:

- 1 opening = 3 candidates
- 2 openings = 4 candidates
- 3 openings = 5 candidates and etc.

The Human Resources Director may remove a name of an eligible employee from a list if they have been rejected or passed over three times by the appointing authority.

Nothing herein shall require use of a Rule of Three for entry-level selections, which shall be subject to a Rule of the List. Should the number of candidates fall below the stated number for the vacancy openings, the Human Resources Director may certify an eligibility list in accordance with the City's Personnel Rules and Regulations Article 6.6.

#### **6.4.5 Duration of Eligibility Lists**

Eligibility lists (entry level and promotional) shall remain in effect for twenty-four(24) months from the established date.

### **6.5 CAREER DEVELOPMENT PROGRAM**

The San Rafael Firefighters Association agrees to conform to the Career Development Guidelines regarding Engineer Certification (Policy 1-V-10) and Firefighter (Policy 1-V-9) as revised 11-18-03 and 9-23-08 respectively, and said policy is hereby incorporated by reference.

## **6.6 PROBATIONARY PERIOD**

### **6.6.1 *Purpose of Probation***

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status.

### **6.6.2 *Periodic Probationary Evaluation***

After passing an examination and accepting appointment, each employee shall serve a probationary period. During this probationary period the employee's performance shall be evaluated at least twice, once during the fourth (4th) month and once during the eighth (8th) month. The results of these evaluations shall be discussed with the employee.

### **6.6.3 *Length of Probationary Period***

The probationary period on original and promotional appointments shall be for twelve (12) months.

### **6.6.4 *Rejection During Probation***

During the probationary period an employee may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law.

### **6.6.5 *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.

### **6.6.6 *Notification of Extension or Rejection***

The Fire Chief shall notify the Human Resources Director in writing of their intention to extend the employee's probationary period or reject the employee. After discussion with the Human Resources Director, the Fire Chief shall notify the employee in writing of their extension or rejection.

### **6.6.7 *Regular Status***

For the purpose of this agreement, regular status shall mean; full time, non-probationary status. Regular status shall commence with the day following the expiration date of a probationary period.

### **6.6.8 *Promotion of Probationary Employee***

An employee serving a probationary period may be promoted to a position in a higher classification. When an employee is promoted under such circumstances, the probationary period of the lower classification shall be suspended. This suspension, the new promotional probationary period and the promotional appointment shall commence on the same date.

### **6.6.9 *Unsuccessful Passage of Promotional Probation***

An employee who does not successfully pass their promotional probationary period shall be reinstated to the position in which the employee held regular status prior to their promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for

dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject: to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

## **6.7 TRANSFERS / REASSIGNMENTS**

### *6.7.1 Types of Transfers*

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

- a. **Inter-departmental transfers.** An employee may be transferred from a position in one department to a position in the same classification in another department, with the recommendation of the two department heads and the approval of the City Manager.
- b. **Voluntary transfers.** An employee may make a written request for transfer to the Personnel Director to a position in the same or similar classification with the same salary range. Such a request may be made on the recommendation of the affected department head(s) and the approval of the City Manager.

### *6.7.2 Minimum Qualifications & Probation*

Any persons transferred to a different classification shall possess the minimum qualifications for that classification. In the case of a voluntary transfer, the employee shall serve a six (6) month probationary period.

### *6.7.3 Station Transfers*

Station transfer will be in accordance with department policy 1-V-24, Station Bid Preference Guideline, which is hereby incorporated by reference.

## **6.8 STAFFING LEVELS**

### *6.8.1 Constant Staffing*

The City determines the level of service and therefore the overall size of the Fire Department's staff. However, the City is committed to provide safe staffing levels for the City's firefighters and the public. The City and the Association agree to continue Constant Staffing as implemented in 2005. This allows the City to maintain staffing needs through current staffing levels and callback when necessary. Constant Staffing levels will consist of a range not to exceed 22 personnel per each shift operating no more than six companies and no more than 2 medic units. The City shall promptly commence hiring and/or promotions to ensure refreshed staff at each rank and to minimize or eliminate forced overtime.

### *6.8.2 Minimum Staffing*

Minimum Staffing will consist of a range of personnel per each Company. The range will consist of staffing each engine company with 3 members qualified to function in the following roles, (1) Captain, (1) Engineer, (1) Firefighter or Firefighter Paramedic. Staffing for each Medic unit shall consist of (2) Firefighter Paramedics.

### *6.8.3 Hiring Additional Personnel*

The City may hire up to one additional personnel in an effort to maintain full staffing levels. Hiring additional personnel beyond one additional personnel would require the mutual consent of the Fire Chief and the Association.

#### 6.8.4 *Paramedic Staffing*

It is a goal of the fire department to assign at least one Firefighter/Paramedic to each Engine or Truck Company and realize ALS assessment capabilities for those units.

Captain or Engineer EMT-Ps no longer receive the direct paramedic incentive that is now built into base salary and are encouraged to continue participation in the paramedic program in an effort to deliver ALS service from all fire stations. The City will facilitate the continued cost of EMT-P licensure and continuing education. Captain and Engineer EMT-Ps are encouraged to assist with fire department staffing to maximize our ability to field Engine/Truck Companies as Assessment Units.

Firefighter/Paramedics will serve in assignments on Engine or Truck Companies and Medic Units to facilitate the maintenance of firefighting and paramedic skills. Quarterly or less frequent station rotation of non-probationary Firefighter/Paramedics between two fire stations may be employed to enable this alternation of duties. Firefighter/Paramedics are available for occasional relocation from regularly assigned stations when exigent circumstances require a paramedic to maintain the provision of ALS service on Medic Units.

### **6.9 PERSONNEL RULES & REGULATIONS**

The City and the Association met and conferred over a revision to the City's Rules and Regulations and agreement was reached in October of 1995. Prior to final consideration of any future, proposed amendments to these rules that constitute a change in or impacts wages, hours or terms and conditions of employment, said proposed amendment(s) shall be subject to the provisions of the Meyers-Milias-Brown (MMB) Act.

#### 6.9.1 *Wireless Communication Policy*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet website.

#### 6.9.2 *Drug & Alcohol Policy*

The City and the Association both support a drug and alcohol free work place. Association members will adhere to the provisions of the Drug and Alcohol Testing Policy and Procedures attached herein as Exhibit E and will continue to work with the City to develop a mutually agreeable policy within the terms of this Memorandum of Understanding. It is understood that the policy will apply to all represented departmental employees and non-represented fire safety employees.

#### 6.9.3 *Outside Employment Policy*

No regular employee shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties with the City. It is the intent of this provision to exercise the authority granted by Section 1126 of the Government Code, subject to the limitations provided therein. Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Firefighters Outside Employment Policy attached herein as Exhibit F and available on the City's intranet website.

#### 6.9.4 *Use of Fire Apparatus for Shopping*

Affected employees will be allowed to use fire vehicles for shopping. Affected employees shall carry a portable radio or alert device and shall remain ready to respond to any call received.

### 6.9.5 *Light Duty Policy Statement*

Light duty is offered to employees with temporary medical disabilities under the following circumstances:

1. Must be medically authorized by the individual's treating physician.
2. Any and all work restrictions or modifications necessary to accommodate the employee's temporary disability must be thoroughly defined.
3. There must be actual light duty work available that can accommodate the temporary modifications.
4. This option is available to all employees whether the debilitating injury occurred on or off duty.
5. Light duty will be applied in a non-discriminatory manner.
6. All light duty assignments will consist of work, which falls within the scope of regular employment in the Fire Department, which can accommodate prescribed temporary physical limitations. Light duty assignments may include, but are not limited to, departmental work such as: fire prevention, running supplies and administrative projects. Light duty will be the only circumstance where an employee will be required to perform duties outside of their job description. It is understood and agreed that light duty assignments will be confined to the Fire Department.

### 6.9.6 *No Smoking / Tobacco Use Policy*

Employees hired by the City of San Rafael after 7/1/08 are required to sign a condition of employment statement that they agree not to smoke or use tobacco products of any kind while employed by the City of San Rafael. This signature must be obtained prior to the date of hire.

Employees hired **before** 7/1/08 will not be allowed to smoke or use other tobacco products as follows:

1. While inside any City/Fire Department vehicle
2. While in public when on-duty or in uniform
3. In compliance with State Law and Local Ordinances

The City will provide tobacco cessation assistance to employees who desire to stop using tobacco products. Employees will be referred to the City's employee assistance program for initial assistance and, if needed, will be eligible to receive up to \$2500 in additional funds to complete a certified tobacco cessation program. Written approval from the Fire Chief is required for the additional funding.

### 6.9.7 *Grooming Standards*

All personnel covered by this Memorandum of Understanding shall conform to the Grooming Standards specified in Departmental Policy 1-VI-2 and said policy is hereby incorporated by reference.

## **6.10 MISCELLANEOUS**

### 6.10.1 *Safety Committees*

**Fire Department Committee:** In order to promote health and safety among the Fire Department employees, a joint committee of seven (7) will be established with equal representation and authority, with four (4) employees to be designated by the Fire Chief and three (3) employees designated by the Association. This committee shall be called the Health

and Safety Committee. The committee shall meet quarterly or more often as needed in order to review accident records and other data bearing on the employee's health and safety. The committee shall make recommendations for the correction of any undesirable conditions, which may be found to exist.

**City-Wide Committee:** If the City reinstates a City-wide Safety Committee, one member designated by the Firefighter's Association shall serve on this committee.

#### 6.10.2 *Management & Miscellaneous Positions*

The position of Fire Chief is deemed a management position and included in the Resolution Pertaining to the Compensation and Working Conditions for Unrepresented Management and Mid-Management Employees for salaries and fringe benefits. The Fire Division Chief, Fire Battalion Chief - Operations, and Administrative Chief are deemed mid-management positions and are included in the San Rafael Fire Chief Officers' Association schedules for salaries and fringe benefits. The Fire Department clerical personnel are included in the S.E.I.U. 949 Supervisory and Miscellaneous Units Memorandum of Understanding, with the exception of the Administrative Assistant to the Fire Chief position, which is part of the Association of Confidential Employees.

#### 6.10.3 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Firefighters' Association, I.A.F.F., Local 1775. A medical standards ordinance to be applicable to Fire Department personnel in the classification of Firefighter, Firefighter-Paramedic, Engineer, and Captain will be discussed by the City and the Association and will be adopted only after mutual agreement by both parties.

#### 6.10.4 *Physical Fitness Program*

Members of the Association have agreed to adhere to the provisions of the Employee Health and Wellness Program as outlined below:

##### A. Health and Wellness Committee

Fire Management will manage a Wellness/Fitness Committee with representation comprised of both Fire Management and representatives of the Association. The purpose of the Committee is to maintain a comprehensive Wellness/Fitness program to improve the physical and general health of all unit employees.

##### B. Health and Wellness Program

Employees shall participate in a Wellness/Fitness program conducted by a mutually agreed upon provider.

##### 1. Comprehensive Fitness Assessment and Profile

A fitness evaluation will be conducted annually by a mutually agreed upon provider. This evaluation may include, but not limited to:

- a. 12 lead EKG printout with computer interpretation at rest
- b. Pulmonary function recording of lung capacity and flow rates
- c. Resting and exercise blood pressure measurement
- d. 12 lead EKG printout during graded exercise treadmill test
- e. Body composition evaluation
- f. Abdominal endurance crunch test
- g. Pushup evaluation of upper body strength and endurance
- h. Grip strength

- i. Lower body strength test
- j. Trunk, legs, shoulder and spinal flexibility tests
- k. Health appraisal and coronary risk questionnaire
- l. Individual fitness profiles compiled from above evaluations

## 2. Blood Chemistry Panel

The blood chemistry panel shall include, but not limited to the following:

- a. Glucose, Bun, Creatine, Bun/Creatine ration, SGOT, SGPT, LDH, GGTP, Bilirubin, Alkaline Phosphate, Calcium, Phosphorus, Potassium, Chloride, Uric Acid, Triglyceride, Cholesterol (HDL & LDL and Coronary risk ratio), Globulin, Albumin, Total Protein and A/G Ratio, PSA for male and OCS for female employees.

## 3. Heavy Metal and Special Exposure Screening (hazmat members or under specific exposures)

Baseline testing for heavy metals and special exposures may be performed under special circumstances, such as hazardous materials exposures; recurrent exposures; other known exposures; or where under federal, state, or provincial regulations requires it, such as OSHA standards. The following screenings may be utilized: urine screen accesses exposure to arsenic, mercury and lead; blood screen for lead and zinc protoporphyrin assesses exposure to lead; testing and screening for specific exposure or other heavy metal screens may include aluminum, antimony, bismuth, cadmium, chromium, copper, nickel and zinc; and special blood testing may be ordered for organophosphates, RBC cholinesterase, or other toxic exposures such as blood screening for exposure to PCBs.

## 4. Lecture Series and Individual Presentations

The wellness Portion of the program will include the following:

- a. Lecture series on health, nutrition, injury prevention, and exercise science topics.
- b. Literature for topic specific needs or interests dealing with wellness and fitness to be provided at each work site.

## 5. Physical Fitness

Unit employees will have up to 2 hours per day for physical fitness and personal and facility readiness, unless an emergency or call for service prevents a workout. Unit employees shall adhere to the physician's recommended physical fitness program. Unit employees must be in their uniforms and ready for duty after completing their workout. Captains shall schedule workout time for each Company. On occasion, Department management may adjust workout times when necessary to accommodate other Department business.

The City will provide funds to purchase additional exercise equipment for each fire station during the term of this agreement. The equipment to be purchased shall be determined by the Health and Wellness committee and approved by the Chief.

## C. The Program

This program is designed to provide an effective method for keeping employees healthy by implementing methods for early detection of potential health issues. The City shall pay for annual examination associated with this program and will adhere to all HIPAA



confidentiality issues. All medical records are strictly confidential in accordance with State and Federal law. Participation in this program is mandatory.

#### D. Annual Examination

1. The City shall provide a physical examination conducted by a health professional annually for all unit employees to include a stress EKG reviewed by a cardiologist. The health professional will evaluate all employees' EKG, fitness, and blood chemistry plan results and will provide a confidential summary to each employee. Employees are responsible for adhering to the recommendations indented by the assessment team and any follow-up recommendations from the cardiologist, for actually participating in the lectures series and for reading the literature provided by the City.
2. Upon request, a physician shall provide each male employee a:
  - a. Digital prostate exam
  - b. Hernia examination
  - c. Skin examination
3. Upon request, a physician shall provide each female employee a:
  - a. Mammogram
  - b. Pap Smear
  - c. Breast examination
  - d. Skin examination

#### E. Examinations and Scheduling

The physical examination and all involved medical tests shall be administered while employees are on duty as scheduled by the City. Employees agree to take such stress EKG and physical examination when scheduled.

#### F. Agreement to Abide to Examinations Findings

Employees agree to abide by the findings of the medical examination and to comply with any of the program's medical doctor's prescribed plans to correct medical deficiencies, including excess weight. All subsequent additional medical examinations shall be arranged for and paid for by the City. This understanding is not intended to waive any rights of the employee under State law.

#### G. Findings Make Known to City and Employee

Medical findings determined through such examinations shall be made known to the employee in writing by the physician. The City shall be notified of any work restrictions resulting from said examination, if applicable.

#### 6.10.5 *Association Meetings with the Fire Chief*

The Fire Chief and/or Staff members designated by the Fire Chief, along with the representatives of the Association, shall strive to meet at least quarterly to discuss topics and issues of mutual concern. Meetings may be called by either party. The parties will attempt to schedule the meeting within fourteen (14) calendar days of the request for the meeting, unless otherwise mutually agreed. The parties will develop and share an agenda for the meeting at least twenty-four (24) hours prior to the date of the meeting.

### 6.10.6 *Shared Services*

The City and the Association agree to pursue opportunities to share services with other agencies, including the potential of the formation of a JPA for fire/rescue services. The City and the Association understand that the Association will be involved in any shared services discussions with any other agency throughout that process.

### 6.10.7 *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.

### 6.10.8 *Medical Expense Reimbursement Plan*

By July 1, 2026, the City agrees to explore and analyze the proposed Medical Expense Reimbursement Plan (MERP) to analyze the purported benefits of the MERP and to determine if the administrative burden associated with the program exceeds the City's capacity to implement it. Any changes to the program will only be made by mutual agreement of the parties.

## **7 PROCEDURES**

### **7.1 DEMOTION**

#### *7.1.1 Demotion*

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform their required duties.
- B. An employee requests such a demotion.

No employee shall be demoted to a classification for which they do not possess the minimum qualifications.

When the action is initiated by the Fire Chief, written notice of demotion shall be provided to an employee at least ten (10) calendar days before the effective date of the demotion, and a copy filed with the Personnel Department.

Demotion pursuant to subsection 7.1.1 A of this Memorandum of Understanding shall be deemed disciplinary action and as such shall be handled according to the provisions in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

### **7.2 TERMINATION OF EMPLOYMENT**

#### *7.2.1 Resignation*

An employee wishing to leave the City service in good standing shall file with their immediate supervisor, at least fourteen (14) calendar 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 Fire Chief and the Personnel Department.

#### *7.2.2 Termination - Layoff (Lack of work or funds)*

The Fire Chief may terminate an employee because of reorganization, abolition of position, and shortage of funds. Said termination shall be considered a Reduction In Force and shall be processed in accordance with Article 7.5, Reduction in Force, of this Memorandum of Understanding.

### 7.2.3 *Termination - Disciplinary Action*

An employee may be terminated for disciplinary reasons, as provided in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

### 7.2.4 *Termination During Probation*

The rejection of an employee during their initial probationary period is covered in Article 6.6, Probationary Period, of this Memorandum of Understanding.

### 7.2.5 *Retirement*

Retirement from the City service 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 *Definition*

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay.

### 7.3.2 *Authority*

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 for violating or ordering the violation of the Memorandum of Understanding.

### 7.3.3 *Causes for Disciplinary Action*

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-prescription 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 (mistreatment or discourteousness to) 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. Misuse 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.

#### **7.3.4 *Appeal of Disciplinary Action***

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or their designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

#### **7.3.5 *Arbitration (Disciplinary Action)***

The appellant may have the appeal heard by the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that they waive their right to an appeal that conforms to the procedures of the Administrative Procedure Act.

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the City.

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, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. The arbitrator shall hear either party's position; but shall rule on the merits of each party's case as presented during the hearing, and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to 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 a side letter to the MOU.

### **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, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3, Disciplinary Action, of this Memorandum of Understanding. Policy 1-VI-3 is specifically incorporated by reference.

#### 7.4.2 *Initial Discussions*

Any employee who believes that they have a grievance may discuss his or her complaint with the Fire Chief or with such subordinate management official as the Fire Chief may designate. If the issue is not resolved within fourteen (14) calendar days, or if the employee elects to submit his or her grievance directly to an official of the association, the procedures hereafter specified shall be invoked.

#### 7.4.3 *Referral to City Manager*

Any employee or any Association official (hereinafter referred to as the "Grievant") shall notify the City Manager and Fire Chief in writing that a grievance exists. In such notification, the reporting Grievant shall state the particulars of the grievance and the remedy or resolution desired, if articulable.

No grievance may be processed under Section 7.4.4 below, which has not been first heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved fourteen (14) calendar days after it has been submitted to the City Manager in writing may be referred to arbitration.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

#### 7.4.4 *Arbitration (Grievance)*

If the grievance is not resolved, the Grievant may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Grievant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator (the selection process shall include the review of the arbitrator's availability). The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Grievant and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within 60 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 which is binding on the parties hereto, to the extent permitted by the Charter of the City.

### **7.5 REDUCTION IN FORCE**

#### 7.5.1 *Authority*

The Fire Chief may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organization efficiency.

#### 7.5.2 *Notice*

Employees designated for layoff or demotion in lieu of lay off shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of lay off or demotion. The Association shall also be so notified.

#### 7.5.3 *Order of Layoff*

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description, and salary. Extra-hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full-time permanent employee.

#### 7.5.4 *Seniority*

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- A. Seniority within the affected classifications will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro-rata basis to full-time service. Time spent on a City Manager approved leave of absence without pay does not count toward seniority.
- B. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- C. If all of the above factors are equal, the date of regular status in City service is achieved shall be determinative.
- D. If all of the above are equal, date of certification for appointment shall be determinative.

#### 7.5.5 *Bumping Rights*

An employee designated to be laid off may bump into a class at the same salary level, or into the next lower classification in which such employee has previously held regular status. An employee, who is bumped, shall be laid off in the same manner as an employee whose position is abolished.

#### 7.5.6 *Transfer Rights*

The Personnel Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.5.2, but no longer than the effective date of such layoff or reduction.

### **7.6 RE-EMPLOYMENT**

#### 7.6.1 *General Guidelines*

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

#### 7.6.2 *Right to Re-Employment*

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

#### 7.6.3 *Time Limits*

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

#### 7.6.4 *Availability*

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

#### 7.6.5 *Probationary Status*

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification.

Employees who have not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

#### 7.6.6 *Restoration of Benefits*

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

**SAN RAFAEL FIREFIGHTERS'  
ASSOCIATION, I.A.F.F., LOCAL 1775**

**CITY OF SAN RAFAEL**

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**John J. Grey, Local 1775 Attorney**

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**Tim Davis, Lead Negotiator  
Attorney, Burke Williams Sorensen**

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**Anthony Alviso, SRFA Lead Negotiator**

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**Allison B. Hernandez  
Burke Williams Sorensen**

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**Daniel Rotwein, SRFA Lead Negotiator**

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**Paul Navazio  
Finance Director**

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**Jeff Endaya, SRFA Negotiations Team**

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**Nicholas Biss, Principal Human Resources  
Analyst**

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**Garrett Northern, SRFA Negotiations Team**

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**Date**

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**Conan Kelly, SRFA Negotiations Team**

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**Jacob Santos, SRFA Negotiations Team**

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**James Irvine, SRFA Negotiations Team**

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**Graham Winkelman, SRFA Negotiations  
Team**

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**Date**



**SAN RAFAEL FIREFIGHTERS' ASSOCIATION**  
**BASE PAY SCHEDULE**  
[Effective June 1, 2024](#)

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 133,098	\$ 139,752	\$ 146,740	\$ 154,077	\$ 161,781
		Monthly	\$ 11,091	\$ 11,646	\$ 12,228	\$ 12,840	\$ 13,482
		Hourly	\$ 45.5813	\$ 47.8604	\$ 50.2534	\$ 52.7661	\$ 55.4044
1107	Fire Captain Specialist	Annually	\$ 139,757	\$ 146,745	\$ 154,082	\$ 161,787	\$ 169,876
		Monthly	\$ 11,646	\$ 12,229	\$ 12,840	\$ 13,482	\$ 14,156
		Hourly	\$ 47.8621	\$ 50.2552	\$ 52.7680	\$ 55.4063	\$ 58.1767
7106	Fire Engineer	Annually	\$ 120,459	\$ 126,482	\$ 132,806	\$ 139,446	\$ 146,418
		Monthly	\$ 10,038	\$ 10,540	\$ 11,067	\$ 11,621	\$ 12,202
		Hourly	\$ 41.2530	\$ 43.3157	\$ 45.4815	\$ 47.7555	\$ 50.1433
7109	Fire Mechanic (40 hr/week)	Annually	\$ 103,843	\$ 109,035	\$ 114,487	\$ 120,211	\$ 126,222
		Monthly	\$ 8,654	\$ 9,086	\$ 9,541	\$ 10,018	\$ 10,518
		Hourly	\$ 49.9244	\$ 52.4207	\$ 55.0417	\$ 57.7938	\$ 60.6835
7110	Firefighter <i>(without PM license)</i>	Annually	\$ 105,790	\$ 111,080	\$ 116,634	\$ 122,466	\$ 128,589
		Monthly	\$ 8,816	\$ 9,257	\$ 9,719	\$ 10,205	\$ 10,716
		Hourly	\$ 36.2296	\$ 38.0411	\$ 39.9431	\$ 41.9403	\$ 44.0373
7126	Firefighter-Paramedic <i>(after probationary year, includes Paramedic Pay)</i>	Annually	\$ 118,649	\$ 123,939	\$ 129,493	\$ 135,325	\$ 141,448
		Monthly	\$ 9,887	\$ 10,328	\$ 10,791	\$ 11,277	\$ 11,787
		Hourly	\$ 40.6333	\$ 42.4448	\$ 44.3469	\$ 46.3440	\$ 48.4410

\*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION**  
**BASE PAY SCHEDULE**  
[Effective July 1, 2025](#)

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 141,083	\$ 148,138	\$ 155,544	\$ 163,322	\$ 171,488
		Monthly	\$ 11,757	\$ 12,345	\$ 12,962	\$ 13,610	\$ 14,291
		Hourly	\$ 48.3162	\$ 50.7320	\$ 53.2686	\$ 55.9321	\$ 58.7287
1107	Fire Captain Specialist	Annually	\$ 148,143	\$ 155,550	\$ 163,327	\$ 171,494	\$ 180,068
		Monthly	\$ 12,345	\$ 12,962	\$ 13,611	\$ 14,291	\$ 15,006
		Hourly	\$ 50.7338	\$ 53.2705	\$ 55.9340	\$ 58.7307	\$ 61.6673
7106	Fire Engineer	Annually	\$ 127,686	\$ 134,071	\$ 140,774	\$ 147,813	\$ 155,204
		Monthly	\$ 10,641	\$ 11,173	\$ 11,731	\$ 12,318	\$ 12,934
		Hourly	\$ 43.7282	\$ 45.9146	\$ 48.2103	\$ 50.6209	\$ 53.1519
7109	Fire Mechanic (40 hr/week)	Annually	\$ 107,997	\$ 113,396	\$ 119,066	\$ 125,020	\$ 131,270
		Monthly	\$ 9,000	\$ 9,450	\$ 9,922	\$ 10,418	\$ 10,939
		Hourly	\$ 51.9214	\$ 54.5175	\$ 57.2434	\$ 60.1055	\$ 63.1108
7110	Firefighter <i>(without PM license)</i>	Annually	\$ 112,138	\$ 117,745	\$ 123,632	\$ 129,814	\$ 136,304
		Monthly	\$ 9,345	\$ 9,812	\$ 10,303	\$ 10,818	\$ 11,359
		Hourly	\$ 38.4034	\$ 40.3236	\$ 42.3397	\$ 44.4567	\$ 46.6796
7126	Firefighter-Paramedic <i>(after probationary year, includes Paramedic Pay)</i>	Annually	\$ 125,768	\$ 131,375	\$ 137,262	\$ 143,444	\$ 149,935
		Monthly	\$ 10,481	\$ 10,948	\$ 11,439	\$ 11,954	\$ 12,495
		Hourly	\$ 43.0713	\$ 44.9915	\$ 47.0077	\$ 49.1247	\$ 51.3475

\*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION**  
**BASE PAY SCHEDULE**  
Effective July 1, 2026

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 148,843	\$ 156,285	\$ 164,099	\$ 172,304	\$ 180,920
		Monthly	\$ 12,404	\$ 13,024	\$ 13,675	\$ 14,359	\$ 15,077
		Hourly	\$ 50.9736	\$ 53.5223	\$ 56.1984	\$ 59.0083	\$ 61.9587
1107	Fire Captain Specialist	Annually	\$ 156,291	\$ 164,105	\$ 172,310	\$ 180,926	\$ 189,972
		Monthly	\$ 13,024	\$ 13,675	\$ 14,359	\$ 15,077	\$ 15,831
		Hourly	\$ 53.5242	\$ 56.2004	\$ 59.0104	\$ 61.9609	\$ 65.0590
7106	Fire Engineer	Annually	\$ 134,709	\$ 141,445	\$ 148,517	\$ 155,943	\$ 163,740
		Monthly	\$ 11,226	\$ 11,787	\$ 12,376	\$ 12,995	\$ 13,645
		Hourly	\$ 46.1333	\$ 48.4399	\$ 50.8619	\$ 53.4050	\$ 56.0753
7109	Fire Mechanic (40 hr/week)	Annually	\$ 111,236	\$ 116,798	\$ 122,638	\$ 128,770	\$ 135,209
		Monthly	\$ 9,270	\$ 9,733	\$ 10,220	\$ 10,731	\$ 11,267
		Hourly	\$ 53.4791	\$ 56.1530	\$ 58.9607	\$ 61.9087	\$ 65.0041
7110	Firefighter <i>(without PM license)</i>	Annually	\$ 118,305	\$ 124,221	\$ 130,432	\$ 136,953	\$ 143,801
		Monthly	\$ 9,859	\$ 10,352	\$ 10,869	\$ 11,413	\$ 11,983
		Hourly	\$ 40.5156	\$ 42.5414	\$ 44.6684	\$ 46.9018	\$ 49.2469
7126	Firefighter-Paramedic <i>(after probationary year, includes Paramedic Pay)</i>	Annually	\$ 132,686	\$ 138,601	\$ 144,812	\$ 151,333	\$ 158,181
		Monthly	\$ 11,057	\$ 11,550	\$ 12,068	\$ 12,611	\$ 13,182
		Hourly	\$ 45.4403	\$ 47.4660	\$ 49.5931	\$ 51.8265	\$ 54.1716

\*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION**  
**BASE PAY SCHEDULE**  
Effective January 1, 2027

NOTE: 2,920 annual hours for Safety employees; 2,080 annual hours for Fire Mechanic

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 150,331	\$ 157,848	\$ 165,740	\$ 174,027	\$ 182,729
		Monthly	\$ 12,528	\$ 13,154	\$ 13,812	\$ 14,502	\$ 15,227
		Hourly	\$ 51.4833	\$ 54.0575	\$ 56.7604	\$ 59.5984	\$ 62.5783
1107	Fire Captain Specialist	Annually	\$ 157,853	\$ 165,746	\$ 174,033	\$ 182,735	\$ 191,872
		Monthly	\$ 13,154	\$ 13,812	\$ 14,503	\$ 15,228	\$ 15,989
		Hourly	\$ 54.0594	\$ 56.7624	\$ 59.6005	\$ 62.5805	\$ 65.7096
7106	Fire Engineer	Annually	\$ 136,056	\$ 142,859	\$ 150,002	\$ 157,502	\$ 165,377
		Monthly	\$ 11,338	\$ 11,905	\$ 12,500	\$ 13,125	\$ 13,781
		Hourly	\$ 46.5946	\$ 48.9243	\$ 51.3705	\$ 53.9391	\$ 56.6360
7109	Fire Mechanic (40 hr/week)	Annually	\$ 111,236	\$ 116,798	\$ 122,638	\$ 128,770	\$ 135,209
		Monthly	\$ 9,270	\$ 9,733	\$ 10,220	\$ 10,731	\$ 11,267
		Hourly	\$ 53.4791	\$ 56.1530	\$ 58.9607	\$ 61.9087	\$ 65.0041
7110	Firefighter <i>(without PM license)</i>	Annually	\$ 119,489	\$ 125,463	\$ 131,736	\$ 138,323	\$ 145,239
		Monthly	\$ 9,957	\$ 10,455	\$ 10,978	\$ 11,527	\$ 12,103
		Hourly	\$ 40.9207	\$ 42.9668	\$ 45.1151	\$ 47.3709	\$ 49.7394
7126	Firefighter-Paramedic <i>(after probationary year, includes Paramedic Pay)</i>	Annually	\$ 134,012	\$ 139,987	\$ 146,260	\$ 152,847	\$ 159,763
		Monthly	\$ 11,168	\$ 11,666	\$ 12,188	\$ 12,737	\$ 13,314
		Hourly	\$ 45.8947	\$ 47.9407	\$ 50.0890	\$ 52.3448	\$ 54.7133

\*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**REPRESENTED BENCHMARKS  
AND  
INTERNAL RELATIONSHIPS**

**Effective JULY 1, 2008**

**Benchmark Job Class:** Firefighter\*

**Internal Relationship:** Fire Captain Specialist = Fire Captain + 5% (base salary)\*\*

\*Firefighter is identified as the benchmark job class for compensation survey purposes. Under the current system any increase granted to the Firefighter would also be granted to other job classes.

\*\*New Fire Captain Specialist internal relationship established July 1, 2008. The Fire Dispatcher internal relationship was terminated June 30, 2008.

The Fire Mechanic position shall be based on the City's ability to pay and the labor market comparison for mechanic positions that perform similar duties to those of the Fire Mechanic.

Note: This exhibit is used to display salary relationships; the MOU document itself must be reviewed to see specifics of compensation changes.

## DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document relating to drug and alcohol abuse and drug and alcohol testing shall also be subject to all applicable provisions of the Memorandum of Understanding between the City of San Rafael (hereinafter "Employer") and the San Rafael Firefighters Association, Local 1775 (hereinafter "Association") as well as any Rules and Regulations or Policies and Procedures which have been agreed to following the meet and confer process.

Section 1.     **Policy:** The Employer and the Association, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty. Exception: Alcohol may be stored at the workplace for use at social events which may or may not be held at City facilities. Employees on duty shall not consume alcohol under any circumstances.

Section 2.     **Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be

required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting the Fire Chief or The Association. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3.     **Employee Testing:** Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or

An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or

An arrest or conviction of a drug related offense; or

Involvement in a physical altercation while on duty.

Section 4.     **Sample Collection:** The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall

be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Association and the Employer.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Association and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Association or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evidence locker of the San Rafael Police Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5.     **Drug Testing:** The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an



immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites <sup>1</sup>	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites <sup>2</sup>	15 ng/ml
Cocaine metabolites <sup>3</sup>	150 ng/ml

**Opiates**

Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

**Amphetamines**

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

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<sup>1</sup> If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

<sup>2</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid

<sup>3</sup> Benzoylecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

**Section 6. Alcohol Testing:** A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

**Section 7. Medical Review Physician:** The Medical Review Physician shall be chosen and agreed upon between the Association and the Employer and must be a licensed physician with a knowledge of substance abuse disorders.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted

from legally prescribed medication.

Section 8.     **Laboratory Results:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9.     **Testing Program Costs:** The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10.    **Rehabilitation Program:** Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor (The EAP Program selected for use in conjunction with this policy will be one agreed to by the employer and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be retested once every quarter for the following twenty-four (24) months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to retesting as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to retesting, tests positive during the twenty-four (24) month period, they shall be subject to

disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random retesting for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

Section 11.     **Duty assignment after treatment.** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12.     **Right of Appeal:** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

Section 13.     **Association held Harmless:** The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Association shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. **Changes in Testing Procedures:** The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15. **Conflict with Other Laws.** This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

APPROVED: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

CONSENT AND RELEASE FORM  
FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the San Rafael Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the San Rafael Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the San Rafael Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the San Rafael Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an

appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the San Rafael Fire Department.

\_\_\_\_\_  
Printed or Typed Name of Employee

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

\_\_\_\_\_  
Date

CITY OF SAN RAFAEL  
POLICIES AND PROCEDURES



Subject:	Firefighters Outside Employment
Resolution No.	N/A
Issue Date:	July 9, 2008
Revision Date:	N/A
Prepared By:	Leslie Loomis, HR Director
Approved By:	Ken Nordhoff, City Manager

**FIREFIGHTERS OUTSIDE EMPLOYMENT POLICY**

**PURPOSE:**

In order to avoid actual or perceived conflicts of interest for employees engaging in outside employment, all employees shall complete an annual outside employment notification form and submit it to the Fire Chief between January 1-15 of each calendar year. Outside employment shall be administered in accordance with the provisions of this policy.

**RESPONSIBILITY:**

All City Departments, Divisions, and City Officials. Any substantial violation of the provisions contained herein respecting outside employment or use of City property or resources shall constitute sufficient grounds for disciplinary action, up to and including termination.

**REFERENCES:**

Government Code 1126

**DEFINITIONS:**

- A. **Outside Employment:** Any employee who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with the City for services, product(s) or benefits rendered. For purposes of this section, the definition of “Outside Employment” includes those employees who are self employed and not affiliated with the City for services, product(s) or benefits rendered.
- B. **Outside Overtime:** Any employee who performs duties or services on behalf of an outside organization, company or individual for the City of San Rafael. Such outside overtime shall be requested and scheduled directly through the employee’s department so that the City may be reimbursed for the cost of wages and benefits (see section on Procedure, item H for more details).
- C. **Employee:** For the purposes of interpretation of this policy, “employee” shall mean any person holding full time or part time employment in a position in the classified service except when referred to by job title.



**POLICY:**

Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his/her duties as a City officer or employee, or would tend to impair their independence of judgment or action in the performance of their official duties, functions or responsibilities.

**PROCEDURE:**

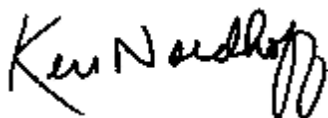
- A. City employees who find it necessary or desirable to engage in employment, including self-employment, in addition to their City duties shall present, in writing, to the Fire Chief, notification of outside employment (see Attachment A). The form shall provide the following information about the employees job:
1. Name and telephone number of prospective/present employer (if prior to the implementation of this policy)/self employment.
  2. Position to be held and anticipated start date.
  3. Overview of job duties.
  4. Extent of commitment – approximate hours per week.
- B. Those City Employees represented by the San Rafael Firefighters Association who find it necessary or desirable to engage in outside employment, including self-employment, within the City of San Rafael, with duties that are related to the San Rafael Fire Department, in addition to their City duties shall present, in writing, to the Fire Chief, a request for authorization to engage in outside employment (see Attachment B). Examples would include Fire Extinguisher and/or Systems sales, design, installation and/or maintenance and inspection, vegetation management, EMS provider. The form shall provide the following information about the job the employee desires to engage in:
1. Name and telephone number of prospective/present employer (if prior to the implementation of this policy)/self employment.
  2. Address of work site.
  3. Position to be held and anticipated start date.
  4. Anticipated end date (if applicable).
  5. Detailed description of duties to be performed.
  6. Days/hours of work to be performed.
  7. Average number of hours of work per month.
- C. **Employees shall not engage in activities that (Government Code Section 1126):**
1. Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's City office or employment.
  2. Involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course of their City employment or as a part of their duties as a City employee.

3. Involves the performance of an act in other than their capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which they are employed.
  4. Involves time demands that would render performance of the employee's duties for the City less efficient.
  5. Involves employment which reasonably may be considered a potential conflict under the joint employment provisions of the Fair Labor Standards Act, Section 522.
- D. The employee engaged in outside employment shall advise the Fire Chief if the nature, character, and/or the extent of the outside employment has changed or if the outside employment is terminated. Outside employment will be reviewed at the time of the employee's annual evaluation. Any promotion or reassignment will automatically require a review. The employee shall not use outside employment to justify any failure of his/her employment performance or failure to respond promptly to the needs of the department when summoned.
- E. Employees are prohibited from using any City equipment or resources in the course of or for the benefit of any outside employment. This shall include the prohibition of access to official records or data bases of the City or other agencies through the use of the employee's position with the City.
- F. No employee shall allow any unauthorized person to rent, borrow or use any City equipment or resources in the course of or for the benefit of any outside employment.
- G. Outside Employment While on Disability:**  
Employees who are placed on disability leave or modified/light duty by the City of San Rafael shall adhere to the City's light duty policy and to State and federal laws.

**ATTACHMENTS:**

- Notification of Outside Employment
- Request for Authorization to Engage in Outside Employment

**APPROVED BY:**



**9-23-2008**

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**Ken Nordhoff, City Manager**

---

**Date**

APR 01 2008

LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

LOS ANGELES | FRESNO | SAN FRANCISCO

Exhibit E

153 TOWNSEND STREET, SUITE 520  
SAN FRANCISCO, CALIFORNIA 94107  
T: (415) 512-3000 F: (415) 856-0306

GCHAN@LCWLEGAL.COM  
(415) 512-3014

March 26, 2008

**ATTORNEY-CLIENT PRIVILEGED**

**VIA FIRST CLASS U.S. MAIL**

Leslie Loomis  
Human Resources Manager  
City of San Rafael  
P.O. Box 151560  
San Rafael, CA 94915

Re: *Firefighters' Memorandum of Understanding & Firefighters Bill of Rights*  
*Client-Matter: SA026-001*

Dear Ms. Loomis:

This is in follow-up to your e-mail exchange of March 12, 2008 with Cynthia O'Neill. You requested that we review the Memorandum of Understanding between the City of San Rafael and San Rafael Firefighters' Association, I.A.F.F., Local 1775 (hereinafter "MOU") and to provide proposed changes to the language contained in the MOU in order to comply with the Firefighters Procedural Bill of Rights (hereinafter "FBOR"). Pursuant to your request, we have reviewed the MOU to determine what language should be revised in light of the FBOR and we are available to discuss the proposed changes with you at your convenience.

The FBOR mainly governs two areas: 1) permissible interrogation and investigation processes; and 2) administrative appeals of "denials of promotion on grounds other than merit" or "punitive action", which is defined in the FBOR as "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."<sup>1</sup> This has been interpreted to mean that an employee is entitled to an administrative appeal of any action that results in loss of pay,<sup>2</sup> except in the case of a transfer. An employee is not entitled to an administrative appeal of a transfer unless it is considered punitive, meaning it is imposed for disciplinary purposes.<sup>3</sup> As such, all provisions of the MOU that touch upon disciplinary action, investigation of allegations of misconduct, interrogation procedures, grievance procedures, transfers for purposes of punishment, and appeals of disciplinary actions may be affected by the FBOR. We have reproduced those affected provisions below and have underlined our suggested revisions.

<sup>1</sup> Cal. Gov. Code § 3251(c)

<sup>2</sup> *White v. County of Sacramento* (1982) 31 Cal.3d 676, 682-684

<sup>3</sup> *Benach v. County of Los Angeles* (2007) 149 Cal.App.4<sup>th</sup> 836, 844-846

Please note that since it is generally in the City's best interest to keep the MOU as short as possible, there are portions of the MOU which are affected by the FBOR, but have been left unchanged. We have also reproduced those MOU provisions in this letter for your reference. You will note that we have included comments and recommendations with regard to these unchanged portions to ensure the City is aware of how to comply with the FBOR's provisions.

## CHAPTER 1.0 GENERAL PROVISIONS

### 1.4. Management Rights

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, the Firefighters Procedural Bill of Rights, and this Memorandum of Understanding.

*Comments:* This acknowledges the requirement that all firefighters be afforded the rights and protections delineated in the FBOR<sup>4</sup>.

14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.

*Comments:* We do not recommend any changes to this provision. However, please be advised that a demotion or a transfer that results in loss of pay may entitle the firefighter to the opportunity for an administrative appeal under the FBOR.

## CHAPTER 2.0 COMPENSATION

### 2.2.3. EMT I

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional compensation amounting to 2.5% of their basic monthly salary. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT I, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT I certification as a condition of employment.

*Comments:* We do not recommend any changes to this provision. However, please be advised that the loss of an employee's 2.5% incentive pay may entitle the firefighter to the

<sup>4</sup> *Id.* § 3260

opportunity for an administrative appeal under the FBOR.

## **CHAPTER 3.0      PROBATIONARY PERIOD**

### **3.9      Unsuccessful Passage of Promotional Probation**

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

*Comments:* The administrative appeal provisions of the FBOR only apply to firefighters who have successfully completed the probationary period. It states that “punitive action or denial of promotion on grounds other than merit shall not be undertaken by any employing department or licensing or certifying agency against any firefighter who has successfully completed the probationary period without providing the firefighter with an opportunity for administrative appeal<sup>5</sup>.” Although there is no case law to help interpret this provision of the FBOR, it does seem clear that there is no right to an administrative appeal after rejection from the initial probation that one serves with an employer, or even a promotional probation if merit-based reasons are the reason for rejection from probation. Until there is case law that interprets this provision, a cautious approach would be to provide an opportunity for an administrative appeal to any employee who has been dismissed from promotional probation “for reasons other than merit” and not returned to his or her original position.

## **CHAPTER 5.0      HEALTH AND WELFARE**

### **5.7      Sick Leave**

#### **5.7.2      Sick Leave Usage**

An employee eligible for sick leave with pay will be granted such leave with approval of the department head for the following purposes...

Except that in a. and b. above an employee may not use sick leave for a work related injury and/or illness once said employee has been determined

<sup>5</sup> *Id.* § 3254(b)

permanent and stationary. The Association acknowledges the Fire Chief's right to investigate sick leave abuse.

*Comments:* Although we do not recommend any changes in the language of this provision, we would like to bring to your attention that any and all investigation and/or interrogation of an employee is subject to the rights and provisions contained in the FBOR. As a result, those who investigate sick leave usage must be briefed on proper interrogation and investigation procedures to ensure compliance with the FBOR.

## **CHAPTER 7.0 TERMS & CONDITIONS OF EMPLOYMENT**

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform his/her required duties.

*Comments:* We do not recommend any changes in the language of this provision. We would, however, like to bring to your attention that any demotion, including the one described above, would likely be subject to the FBOR, and most significantly, its appeals processes which are discussed at length below.

### **7.8.3. Termination – Disciplinary Reasons**

An employee may be terminated for disciplinary reasons, as provided in Chapter Eight (8) Disciplinary Action of the Memorandum of Understanding.

*Comments:* We do not recommend any changes in the language of this provision. However, please note that termination, as it results in a loss of pay, would be considered "punitive action." This stands even if the termination was not carried out for disciplinary reasons. As such, the FBOR would likely be applicable and the terminated employee must be afforded the opportunity for an administrative appeal.

## **CHAPTER 8.0 DISCIPLINARY ACTION**

### **8.1 Authority**

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 for violating or ordering the violation of the Memorandum of Understanding.

*Comments:* We do not recommend any changes in the language of this provision. However, please note that the FBOR provides that, subject to several exceptions<sup>6</sup>, punitive action

<sup>6</sup> *Id.* § 3254(d)

or denial of promotion on grounds other than merit may be imposed for misconduct only if the investigation of the alleged misconduct is completed within one year of discovery by the "Fire Department." It is critically important to act on misconduct as soon as *any* member of the fire department becomes aware of it; the one year time clock is arguably triggered when any member of the Department learns of the misconduct. In addition, if it is determined that disciplinary action will be taken, the offending firefighter must also be served with Notice of the proposed discipline within that same one year as well. Please note that this one year statute of limitations applies only to alleged misconduct that occurred after January 1, 2008<sup>7</sup>. We recommend that all management be aware of this one year statute of limitations and its exceptions, so that the City does not lose the opportunity to discipline because of the time taken to investigate.

Another notice requirement contained in the FBOR is that the offending employee must be notified of the imposition of discipline within the following time constraints. The Notice of Discipline must occur no later than 30 days after the decision to discipline, but not less than 48 hours prior to the effective date of the discipline. Since the earliest that the decision to discipline occurs is at the *Skelly* conference, it is a good idea to issue the Notice of Discipline no later than 30 days after the *Skelly* conference. The 48-hour notice provision serves to delay the effective date of a discipline by at least two days.

#### 8.4 Appeals

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or his/her designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

*Comments:* One of the key protections of the FBOR is that all firefighters must be afforded the right to an administrative appeal of any punitive action.<sup>8</sup> This language clearly states that the MOU is in conformance with the APA and does afford the right to an administrative appeal.<sup>9</sup>

#### 8.5 City Manager and Arbitration

The appellant may have the appeal heard by the City Manager or may request arbitration.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.* § 3254(b)

<sup>9</sup> *Id.* § 3254.5

### **8.5.1 Proceeding Heard by City Manager**

If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

### **8.5.2 Arbitration**

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the city.

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, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator.<sup>10</sup> The arbitrator shall not have the power to amend or modify either party's position;<sup>11</sup> but shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to 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 a side letter to the MOU.

**Comments:** Please note that the Administrative Procedure Act (hereinafter "APA") allows for alternative dispute resolution, namely binding arbitration, as well as non-binding arbitration and mediation. By affording the covered employees with the option to enter into binding arbitration, and following the APA procedures regarding binding arbitration, the requirement that an employee may make an administrative appeal under the APA is satisfied. However, should binding arbitration be negotiated out of the MOU, an alternative hearing method as prescribed by the APA must be included. Please do not hesitate to contact us should this be the case so we can discuss alternative administrative appeal procedures.

In addition, all arbitration procedures must be in conformance with the APA<sup>12</sup> and the

<sup>10</sup> 1 Cal. Code Regs. § 1240

<sup>11</sup> We do not understand how an arbitrator could ever modify a party's "position."

<sup>12</sup> Cal. Gov. Code §§ 11420.10-11420.30



California Code of Regulations.<sup>13</sup> Please note that the current arbitration procedures, as amended in this letter, are consistent with both the APA and the California Code of Regulations.

## CHAPTER 9.0 GRIEVANCE PROCEDURE

### 9.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Chapter 8.0. Policy 1-VI-3 is specifically incorporated by reference.<sup>14</sup>

**Comments:** So as to avoid any confusion in determining when the appeals processes contained in the APA and FBOR must be followed, this clarifies that all appeals of punitive action must be undertaken in accordance with Chapter 8.0 of this MOU, and that all other grievances will be resolved in accordance with Chapter 9.0.

This concludes our comments and suggested revisions of the MOU as it pertains to the FBOR. Thank you for your attention to the above. Should you have any questions or would like to discuss this further, please do not hesitate to contact us.

Sincerely,

LIEBERT CASSIDY WHITMORE



Grace Y. Chan

CJO/GYC/ab

<sup>13</sup> 1 Cal. Code Regs. §§ 1200-1258

<sup>14</sup> We have not reviewed Policy 1-VI-3 so we do not know its relevance to FBOR issues.

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CITY OF



# San Rafael

 Mayor  
 Albert J. Bova

 Council Members:  
 Paul M. Cohen  
 Barbara Heller  
 Gary C. Phillips  
 David J. Zappacchi

September 25, 1995

Mr. James Lydon, President  
 San Rafael Firefighters' Association  
 P.O. Box 2518  
 San Rafael, CA 94912

**Subject: Personnel Rules Letter of Agreement**

Dear Jim,

The City Council met with its labor negotiators in closed session on Monday, 9-18-95 to discuss the unresolved issue associated with the experience qualifications for the Fire Chief officer classifications, which the City and the Association have been discussing as a part of finalizing the meet and confer process on the revised Personnel Rules and Regulations. The final proposal from the City, on this issue, as well as a summary of the second, agreed "rules" issue, is as follows:

1. Experience qualifications of Fire Chief Officer classifications, excluding Fire Chief:
  - A. 3 yrs. line captain experience for promotion/appointment to any current or future chief officer class that has emergency incident commander responsibilities. 2 yrs of line captain experience for acting assignment to such a position.
  - B. No impact on the status of incumbent chief officer employees in their current positions.
  - C. Chief officer classifications, minus Fire Chief, include: Fire Division Chief, Fire Marshal, and Fire Training Officer. (Note: Fire Marshal and Fire Training Officer presently hold the rank of Battalion Chief.)
  - D. The incumbent Fire Marshal remains eligible to serve as an acting incident commander, in accordance with the 11-93 arbitrated special agreement. The training program, once completed, detailed in this special agreement serves to qualify the incumbent, as to the experience necessary, to compete for promotion to other chief officer opportunities.
2. Section 1.5 of Personnel Rules: Collective Bargaining Agreements.

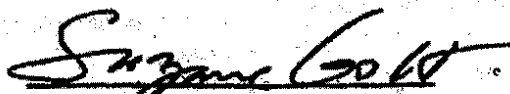
As per our tentative agreement dated 3-21-95, section 1.5 of the revised Personnel Rules will be changed to read:

Mr. James Lydon, President  
San Rafael Firefighters' Assn.  
September 25, 1995  
Page 2

These rules are not intended to supersede any provisions of an existing collective bargaining agreement. What this means is that if any section of these Rules and Regulations is covered by a provision of a collective bargaining agreement, the collective bargaining agreement shall prevail and the parallel provisions in the Rules and Regulations shall not apply to the affected Unit.

In addition to the above two items, we agreed that the experience section of each of the current chief officer job descriptions included in the Fire Department's Career Development Guide will be updated to reflect the qualifications conditions noted in # 1 of this letter.

This letter constitutes the agreement of the parties, as evidenced by their signatures below. It is intended that this letter shall be appended to the current Memorandum of Understanding (MOU) and shall be appended to future MOU's, unless modified by the meet and confer process set forth in Resolution No. 4027.



Suzanna Golt  
Assistant City Manager



James Lydon  
President, San Rafael Firefighters'  
Association

cc: Mayor and City Council  
Pamela J. Nicolai  
Robert Marcucci  
Daryl Chandler  
Dick Whitmore  
John Grey

**SIDE LETTER AGREEMENT  
BETWEEN CITY OF SAN RAFAEL AND  
SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775  
REGARDING ACTING CAPTAIN REQUIREMENTS**

Representatives of the City of San Rafael (City) and IAFF Local 1775 (Union) have met and conferred and reached agreement on this Side Letter of Agreement. The following provisions represent the mutual understanding and consent of both parties:

**Section 3.4.2 – Engineer Out of Class Compensation**

The incumbent Fire Engineers listed below are not required to meet the minimum qualifications of the Captain classification in order to perform in Acting Captain status:

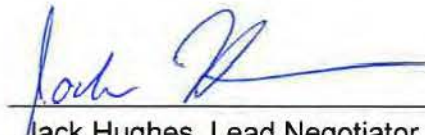
Rick Brown  
Matt Locatelli  
Cameron Mrsny  
Rich Nettleman

Arthur Phillips  
Jason Schmitt  
Dan Sutherlin

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION,  
I.A.F.F., LOCAL 1775**

**CITY OF SAN RAFAEL**

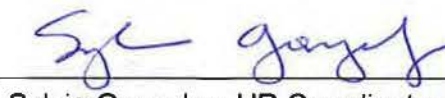
  
\_\_\_\_\_  
Andrew Rogerson, Fire Captain

  
\_\_\_\_\_  
Jack Hughes, Lead Negotiator  
Attorney, Liebert Cassidy Whitmore

  
\_\_\_\_\_  
Kyle Hamilton, Fire Captain

  
\_\_\_\_\_  
Deirdre Dolan, Human Resources Director

  
\_\_\_\_\_  
Evan Minard, Fire Engineer

  
\_\_\_\_\_  
Sylvia Gonzalez, HR Coordinator

  
\_\_\_\_\_  
Graham Winkelman, Firefighter-Paramedic

  
\_\_\_\_\_  
John Grey, Local 1775 Attorney

**MEMORANDUM OF UNDERSTANDING**

*between*

**CITY OF SAN RAFAEL**

*and*

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION**

**I.A.F.F., LOCAL 1775**

***JUNELY 1, 20241 - JUNE 30, 20274***

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- Exhibit B San Rafael Firefighters’ Association Represented Benchmark and Internal Relationships
- Exhibit C San Rafael Fire Department Drug and Alcohol Testing Policy and Procedures
- Exhibit D Firefighters Outside Employment Policy
- Exhibit E Memorandum from Liebert Cassidy Whitmore regarding Firefighters Memorandum of Understanding & Firefighters Bill of Rights
- Exhibit F Side Letter, Chief Officer Suppression Qualifications
- Exhibit G Side Letter, Acting Captain Requirements

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF SAN RAFAEL**  
**and**  
**SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775**

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, and representatives of the City of San Rafael have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Chapter 1, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and the employer/employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the San Rafael City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing June 1, 2024, or the first full pay-period after Council ratification of a new MOU, whichever occurs later, and ending June 30, 2027. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Firefighters' Association, I.A.F.F., Local 1775, the employees it represents, and the City of San Rafael.

As used throughout this Memorandum of Understanding, the pronoun designations "they" or "their" is intended to be applicable to both the male and female gender.

## **1 GENERAL PROVISIONS**

### **1.1 RECOGNITION**

#### *1.1.1 Association Recognition*

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code Section 3501, (b), for all employees in classifications represented by the Association, said classifications being set forth in Exhibit A.

#### *1.1.2 City Recognition*

The Municipal Employee Relations Officer of the City of San Rafael or any person or organization duly authorized by the Municipal Relations Officer, is the representative of the City of San Rafael, hereinafter referred to as the "City" in Employer-Employee relations, as provided in Resolution No. 12189 adopted by the City Council on February 5, 2007.

### **1.2 NON-DISCRIMINATION**

### 1.2.1 *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 orientation, perceived sexual orientation, gender, gender expression, gender identity,, marital status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental 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 (Chapter 7).

### 1.2.2 *Association 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 the Association.

## **1.3 INSPECTION OF MEMORANDUM OF UNDERSTANDING**

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

## **1.4 EXISTING LAWS, REGULATIONS & POLICIES**

This Memorandum is subject to all applicable laws.

## **1.5 STRIKES & LOCKOUTS**

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and the Association agrees that it will not agree to, encourage, or approve any strike or slow down 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.

## **1.6 SEVERABILITY**

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

## **1.7 FULL UNDERSTANDING, MODIFICATION, WAIVER**

### 1.7.1 *Joint Representation*

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

### 1.7.2 *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, nor as to wages or fringe benefits during the period of the term of this Memorandum. 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 of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after ~~July June~~ 1, 202~~7~~~~4~~.

### 1.7.3 *Effective Dates*

This Agreement will be in effect from ~~June 1, 2024, or the first full pay-period after Council ratification of a new MOU, whichever occurs later, and ending through June 30, 2027~~ ~~July 1, 2021 through June 30, 2024~~. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other, in writing, at least sixty (60) days prior to the annual anniversary of the above date that it desires to modify the Memorandum. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

## **1.8 JOINT STUDY ON SERVICE DELIVERY MODELS AND REOPENER OPTION**

The Association and Department Management Staff agree to participate in a joint study to analyze the service delivery models related to the ALS and BLS provisions in the MOU set forth in section 3.4.4 and 3.4.5. The joint study will review the following:

- a. Potential benefits or detriments of alternative delivery models such as a BLS pilot program including the research and consider the creation of a Part-time Medical Technician Job Classification including establishing a minimum set of training standards including physical standards (feeder network for internally developed ALS candidates)
- b. Assessing overtime costs
- c. Assessing force hires
- d. Assessing trend on service levels (for purposes of this criteria, service levels means response times to calls for service and maintaining effective response force consistent with Department policies)
- e. Assessing the need for mutual aid
- f. Safety of the public and Department personnel
- g. Staffing levels
- h. Cost analysis of any options
- i. Assessing SOPs
- j. Assessing ALS candidate pool trends for ALS hires
- k. Establish criteria for downgrading a call from an ALS call to a BLS call.
- l. Any other relevant criteria

The parties will complete the study and document the findings in a report no later than June 30, 2022. The report will be provided to the City Manager for review. Should an outside agency be used to assist the study, the agency would have to be mutually agreed upon by SRFA and the City. Opening the MOU to address the findings of the study would require the mutual agreement of the SRFA and the City.

## **2 MMBA**

### **2.1 ASSOCIATION RIGHTS**

#### *2.1.1 Advance Notice of Change*

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, and any Board or Commission, or any Department and the Association shall be given the opportunity to meet and confer with the City and Representatives prior to adoption. In cases of emergency, when the City Council determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet and confer at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution or regulation shall be provided to the association together with the notice required by this Section, whenever possible.

#### *2.1.2 Dues Deduction*

Payroll deduction for membership dues shall be granted by the City to the Association.

The following procedures shall be observed in the withholding of employee earnings:

1. Payroll deductions shall be for a specified amount in uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deductions shall be made only upon the employees' written authorization.
2. Authorization, cancellation or modifications of payroll deduction shall be made upon forms provided or approved by the City Manager or his/her/their designee. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager or his/her/their designee. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the classification to which such employees are assigned.
3. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
4. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period.
5. In the case of an employee who is in a non-pay status during a part of the pay period, if the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
6. The Association shall file with the City an indemnity statement wherein the Association shall indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues, assessments and other payments to the Association. In addition, the Association shall



refund to the City any amounts paid to it in error upon presentation of supporting evidence.

### *2.1.3 Release Time*

The City shall allow a reasonable number of Association representatives who are official representatives of the Association be given time off without loss of compensation or other benefits when formally meeting and conferring with representatives of this City on matters within the scope of representation. One hundred forty-four (144) hours per calendar year shall be provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Fire Chief. Once approved, hours will be deducted from this total on an hour for hour basis per representative. Except by mutual agreement, the number of Association representatives excused for such purposes shall not exceed three (3) at any one time, per the approval process outlined above.

### *2.1.4 Association Access to Work Locations*

Reasonable access to employee work locations shall be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with City representatives. Access may be restricted so as not to interfere with the normal operations of Department or with established safety or security requirements.

### *2.1.5 Association Office Space*

The Association shall be allowed office space on City property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

### *2.1.6 Conduct of Business*

Consultations between the City and the Association, for discussion of grievances and for negotiations between the City and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

### *2.1.7 Association Meetings*

The Association shall be able to use Fire Department facilities for meetings provided space and time are available. All meetings using Fire Department facilities must have prior approval of the Fire Chief or his/her/their designee. Employees and companies normally covering the first in district where any such meeting is being held will be allowed to attend provided, they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

### *2.1.8 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 inform the employee, as soon as possible, of the terms and provisions of this Memorandum of Understanding and will provide said 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.

### 2.1.9 *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 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 of facts which are the basis of the management decision.
3. To determine the necessity of any 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 organizational 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, the Firefighters Procedural Bill of Rights and this Memorandum of Understanding.
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 Rules and Regulations.
15. To determine policies, procedure 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 its 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 Association agree and understand that if, in the exercise of any of the 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 Meyers/Miliias/Brown Act, case law interpreting said act, and/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.

### **3 COMPENSATION**

#### **3.1 TOTAL COMPENSATION**

##### **3.1.1 Salary Increases**

First Year compensation increases will take effect the pay period including ~~July~~ June 1, 2024~~1~~ or the first full pay period following Council ratification of a new MOU, whichever occurs later:

Year 1:

- All classifications – 3.0% general salary increase June 1, 2024
- Firefighter Paramedic – 3.5% equity adjustment (6.5% total increase) on June 1, 2024
- Fire Engineer – 5.05% equity adjustment (8.05% total increase) on June 1, 2024
- Fire Captain – 3.55% equity adjustment (6.55% total increase) on June 1, 2024
- Fire Mechanic – 1.0% equity increase (4.0% total increase) on June 1, 2024
- ~~Firefighter Paramedic – 2.0% general salary increase July 1, 2021 and 2.0% general salary increase January 1, 2022~~
- ~~Fire Engineer – 2.0% general salary increase July 1, 2021 and 1.5% general salary increase January 1, 2022~~
- ~~Fire Captain – 2.0% general salary increase July 1, 2021 and 2.0% general salary increase January 1, 2022~~
- ~~Fire Mechanic – 1.6%~~

Year 2:

- All classifications – 3.0% general salary increase July 1, 2025
- Firefighter Paramedic – 3.0% equity adjustment (6.0% total increase) on July 1, 2025
- Fire Engineer – 3.0% equity adjustment (6.0% total increase) on July 1, 2025
- Fire Captain – 3.0% equity adjustment (6.0% total increase) on July 1, 2025
- Fire Mechanic – 1.0% equity adjustment (4.0% total increase) on July 1, 2025
- ~~Firefighter Paramedic – 2.0% general salary increase July 1, 2022 and 2.0% general salary increase January 1, 2023~~
- ~~Fire Engineer – 2.0% general salary increase July 1, 2022 and 1.5% general salary increase January 1, 2023~~
- ~~Fire Captain – 2.0% general salary increase July 1, 2022 and 2.0% general salary increase January 1, 2023~~
- ~~Fire Mechanic – 1.6%~~

Year 3:

- All classifications – 3.0% general salary increase July 1, 2026
- Firefighter Paramedic – 2.5% equity adjustment (5.5% total increase) on July 1, 2026, and a 1.0% general salary increase on January 1, 2027
- Fire Engineer – 2.5% equity adjustment (5.5% total increase) on July 1, 2026, and a 1.0% general salary increase on January 1, 2027
- Fire Captain – 2.5% equity adjustment (5.5% total increase) on July 1, 2026, and a 1.0% general salary increase on January 1, 2027
- ~~Firefighter Paramedic – 2.0% general salary increase July 1, 2023 and 2.0% general salary increase January 1, 2024~~
- ~~Fire Engineer – 2.0% general salary increase July 1, 2023 and 1.5% general salary increase January 1, 2024~~
- ~~Fire Captain – 2.0% general salary increase July 1, 2023 and 2.0% general salary increase January 1, 2024~~
- ~~Fire Mechanic – 1.6%~~

### 3.1.2 *Compensation Goal & Definitions*

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the Association in an amount equal to the following:

1. The average, plus one dollar, of the total compensation paid to the same or similar classifications in the following ten (10) cities/districts: Alameda, Alameda County, Fairfield, Hayward, Napa, Novato Fire District, Santa Rosa, Southern Marin, South San Francisco, and Vallejo; AND,
2. The highest total compensation paid to the same or similar classifications in agencies in Marin County.

Total Compensation for survey purposes shall be defined as: Top step base hourly pay rate (excluding longevity pay steps), educational incentive pay, EMT 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.

### 3.1.3 *Compensation Surveys*

To measure progress towards the above-stated goal, the City will survey the benchmark position, Firefighter-Paramedic before February of the final year of this contract.

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 having similar job duties, qualifications, class and grade compared to the Association's benchmark position. The City and the Association may identify other city/agency positions to be included in San Rafael's compensation survey upon similar duties, qualifications, class and grade to those set out in Exhibit B of this MOU.

Survey data will include all salary and benefit increases, as defined in 'total compensation', in place or to be effective no later than February 1 of that same year. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

### 3.1.4 *Pay Schedule*

During the term of this Agreement, the parties may reopen negotiations on the City's proposed change of the payroll schedule for suppression personnel from 24 pay cycles per year to payment after each twenty-four day FLSA 207(k) work period, which would be approximately 15

pay cycles per year. Any changes to mandatory subjects of bargaining during the term of the MOU will be implemented subject to mutual agreement.

### 3.1.5 *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 SRFA.

## 3.2 EDUCATIONAL INCENTIVE

To increase the educational level of the employees in the Fire Department, and to assist in the recruitment of public safety members into the fire service, the City shall pay an educational incentive in accordance with the following:

### 3.2.1 *Thirty (30) College Units Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and have successfully completed 30 accredited college units of Fire Science or Fire Technology shall receive additional compensation amounting to 2.5% of their base hourly pay rate. Lateral hires with at least 1 year of full-time Firefighter experience with another agency will be eligible for this incentive upon hire.

### 3.2.2 *AA Degree Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who possess an A.A. or A.S. degree in Fire Science or Fire Technology shall receive additional compensation amounting to 5% of their base hourly pay rate. Lateral hires with at least 1 year of full-time Firefighter experience with another agency will be eligible for this incentive upon hire.

### 3.2.3 *EMT I*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional compensation amounting to 2.5% of their base hourly pay rate. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT - 1, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT - 1 certificate as a condition of employment.

### 3.2.4 *Other Job-Related Courses*

It is agreed that college course work other than those specified in "3.2.1." and "3.2.2." completed by non-safety members of the department may be deemed to be job-related by the Fire Chief to qualify for the 2.5% or 5.0% educational incentives. This is provided in lieu of "3.2.1." or "3.2.2." but will not preclude an employee from receiving "3.2.1." or "3.2.2." It is agreed that an employee shall receive not more than one (1) educational incentive. Educational incentive for non-safety members of the department shall not exceed 5.0% exclusive of EMT incentives.

## 3.3 OUT OF CLASS COMPENSATION

When safety employees work out of their normal classification, they will be compensated and governed by the following rules:

### 3.3.1 *Firefighters and Firefighter-Paramedics*

All firefighters and firefighter-paramedics with one and one-half (1.5) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Engineer's promotional examination are eligible to work out-of-class as an Engineer.

All firefighters and firefighter-paramedics with four (4) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Captain's promotional examination are eligible to work out-of-class as Captain.

~~When working out of class as Engineers or Captains, the Firefighter or Firefighter-Paramedic will be paid the appropriate out-of-class compensation for each full shift completed in the out-of-class position. They will be paid at the same step as their regular position, i.e., Step A—Firefighter-Paramedic is paid at Step A, Engineer or Step A—Captain.~~

### 3.3.2 *Fire Engineers*

~~All Engineers who provide documentation which proves that they meet the minimum eligibility requirements to take the Captain's promotional examination are eligible to work out-of-class as a Captain. meet the minimum qualifications of the Captain classification will perform in Acting Captain status as needed and will be paid out-of-class compensation at the same step as their regular position, i.e., Step A—Engineer is paid at Step A—Captain. Engineers will be paid the out-of-class compensation for each full shift completed in the out-of-class position.~~

### 3.3.3 *Fire Captains*

All Fire Captains who meet the eligibility requirement to take the Battalion Chief-Operations promotional exam may work out of class as Battalion Chief-Operations. ~~When working out of class as Battalion Chief-Operations, Captains will be paid the appropriate out-of-class compensation for each full shift completed. They will be paid at the same step as their regular position, i.e., Step C—Captain is paid at Step C—Battalion Chief-Operations.~~

### 3.3.4 *Out of Class Compensation*

When qualified employees are filling a vacancy to work out of their normal classification as an acting Engineer, Captain, or Battalion Chief for 4 hours or greater, they will be compensated hour-for hour, to the nearest half hour, at the same step as their regular position, (example: an Engineer at Step D acting as Captain will be paid Step D Captain wages).

## 3.4 SPECIALTY COMPENSATION

### 3.4.1 *Paramedic Certification*

Fire Captains and Engineers are not eligible for the Paramedic compensation. Fire Captains, Engineers and Firefighter-Paramedics are eligible for an A.C.L.S. incentive equal to 2.5% of their base hourly pay rate in lieu of the E.M.T. incentive (applicable only to those employees

who have completed their first year of full-time service). Lateral hires with at least 1 year of full-time Firefighter experience with another agency will be eligible for this incentive upon hire.

All fees and continuing education expenses associated with license maintenance will be reimbursed by the City upon verification of completion of the required training.

#### 3.4.2 *Paramedic Liaison*

The Paramedic liaison and Assistant Paramedic liaison will be selected by those individuals assigned Paramedic duty and will serve for a minimum of one (1) year and a maximum of two (2) years. The individual selected as the Paramedic Liaison will receive \$200.00 per month premium pay over and above his/her/their base hourly pay rate while serving in this capacity. The individual selected as the Assistant Paramedic liaison will receive \$100 per month premium pay over and above his/her/their base hourly pay rate while serving in this capacity. Individuals may serve more than the 2 year maximum if no other candidates accept a nomination and run for the position.

The Parties agree to reopen this Article and Section to meet and confer regarding modifications to the Paramedic liaison and

Assistant Paramedic assignments including duties, selection process and compensation to address operational issues within the Department.

#### 3.4.3 *EMT I Ambulance Drivers*

EMT-1 drivers shall receive a ten-dollar (\$10.00) bonus for each shift, full or partial that they are assigned to drive either ambulance. Regular assignment to the paramedic unit as an EMT-1 shall be voluntary. Non-voluntary assignment to the paramedic unit as an EMT-1 shall be made to cover absence of members regularly assigned to the unit. Association members cannot refuse assignments to staff the paramedic ambulance.

#### 3.4.4 *ALS Transport Units*

The Fire Department operates three ALS transport units. Two full-time ALS units will be staffed with two (2) Firefighter EMT-P. The "cross-staffed" ALS unit will be staffed with a minimum of one (1) Firefighter EMT-P and one (1) EMT Captain, Engineer, or Firefighter. The cross-staffed unit operates from a fire station that will be decided at the discretion of the Fire Chief and may vary on different platoons. Captain or Engineer EMT-Ps may volunteer to staff an ALS ambulance.

The Department will utilize an available fourth ALS Transport Unit at the discretion of the on-duty Battalion Chief or on-duty Fire Captains as needed to maintain adequate service levels.

The City shall have the right to deploy ALS Transport Units where needed as determined by the Fire Chief.

#### 3.4.5 *BLS Transport Unit*

The department may deploy a BLS Transport Unit during the term of this agreement. The management and operational procedures related to this unit will be resolved through negotiations with the Department's Management Staff and the Association.

### 3.5 OTHER COMPENSATION



### 3.5.1 Uniform Allowance

Uniform members of the Fire Department shall receive a uniform allowance in the amount of \$567.50 at the completion of each six months of service ending May 31 and November 30. Uniform member employees shall receive a pro-rated amount during the first and last six months of service of \$94.58. Effective January 1, 2009 the City shall provide all new hire uniform members with 1 shirt and 1 pair of pants at the time of appointment. When needed, a maximum of 1 shirt and 1 pair of pants per year will be replaced by the City for all members. The uniform shall consist of Workrite Nomex Department-approved pants and the Workrite Department-approved Nomex uniform shirt. Fire Association members will be responsible for purchasing all other uniform related product with the uniform allowance provided. When uniform members leave employment, all shirts and pants will be returned to the department.

Fire administration will work with the Fire Association to identify 2 vendors for boot purchase. During odd numbered years, employees will be eligible for 1 pair of boots and will be responsible for any boot cost exceeding \$160.

### 3.5.2 Call-Back Pay

Employees covered by this Memorandum of Understanding shall be paid at a rate of time and one-half of the affected employee's regular hourly rate. Whenever an employee is asked to continue his/her/their work past the scheduled duty day or is called back to unscheduled duty by the Department. In such cases, a minimum of two hours callback pay shall be paid.

### 3.5.3 Bilingual Pay

Job performance in classifications represented by the Association may receive bilingual pay for full fluency in a foreign language. Full fluency is defined as a skill level that will allow the employee to fully assist someone else who does not speak English in coping with situations or problems by translating for, conversing with and/or reading or writing written material.

An employee can petition to the Fire Chief for this bilingual incentive pay. At the recommendation of the Fire Chief, the employee may begin to receive this bilingual pay -incentive.

Criteria for approval of the bilingual pay incentive by the Fire Chief includes:

- a. Certification by a recognized school of the appropriate skill level; and/or
  - b. Demonstrated ability of the proficiency level on the job; and
  - c. Fire Chief's recommendation and statement that the bilingual skill of the employee can be of value to the department and the employee in the completion of their regular work assignments.
- An employee approved for the bilingual pay

incentive shall receive an additional flat dollar amount of \$200.00 per month above their base salary.

Employees who have been approved for the bilingual pay incentive and are required in the

performance of their duties to converse with the public in a language other than English shall receive an additional \$200.00 per month above their base salary.

Employees who also translate official written documents to or from a language other than English shall receive an additional \$50.00 for a total of \$250.00 per month above their base salary.

This bilingual pay incentive shall be reviewed annually and shall continue as long as the employee demonstrates (by work experience or re-testing) the full fluency skill level; and as long as the Fire Chief indicates the value of this skill to the department and the employee in the completion of their regular work assignments. Removal of the bilingual pay incentive would be considered a non-disciplinary action.

## **4 BENEFITS**

### **4.1 JOINT BENEFITS COMMITTEE**

Both parties agree to continue to utilize the Joint Benefits Committee for on-going review of benefit programs, cost containment, and cost savings options. The committee shall be made up of representatives of Miscellaneous, Supervisory, Police, Fire and Management employees

### **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 shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution for an Employee, an Employee & One Dependent or an Employee & Two or More Dependents.

Effective July 1, 2024, the monthly flex dollar allowances shall be: The monthly flex dollar allowance effective the first paycheck in December 2021 shall be:

_____ For employee only:	\$ <u>755.62801.64</u>
_____ For employee and one dependent:	\$ <u>1,220.46294.79</u>



For employee and two or more dependents: \$1,~~798.14~~907.65

The monthly flex dollar allowance effective the first paycheck in December 2024 shall be:

For employee only: \$ ~~733.39~~950.00

For employee and one dependent: \$~~1,173.42~~1,900.00

For employee and two or more dependents: \$~~1,525.46~~2,400.00

### Flex Dollar Increases for this MOU Term

Effective December 15, 2025, and December 15, 2026, the flex dollar allowances shall increase on the December 15<sup>th</sup> paycheck up to a maximum of five percent (5.0%) on an annual basis. If the Kaiser Bay Area premium rate increase is less than five percent (5.0%), the flex dollar allowance shall only increase the amount of the Kaiser Bay Area premium increase. In the event that the Kaiser Bay Area premium rate increase for the upcoming calendar year exceeds ten percent (10%) and is less than fifteen percent (15%), the City and the employee will split the cost of the increase above ten percent (10%) evenly; each paying 50% of the dollar value of the increase between 10-15%. In the unlikely event that the Kaiser Bay Area premium rate increases for the upcoming calendar year in 2026 or 2027 to an amount exceeding fifteen percent (15%), the City and the Association agree to reopen the MOU to negotiate the employer's contribution to healthcare. The parties agree that this provision will sunset upon the expiration of the MOU.

Upon the expiration of the MOU, flex dollar allowances shall increase on the first paycheck in on December 15, 2027, unless superseded by another agreement, 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.

~~Effective December 2018, flex dollar allowances shall increase on the first paycheck in December 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 monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase medical insurance, taken in the form of cash to contribute to a deferred compensation (457) plan, ~~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 \$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, 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.

#### 4.2.2 *Life Insurance and Accidental Death & Dismemberment*

The City pays 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.

Members of the Firefighters Association may choose to subscribe to a long-term disability (LTD) plan other than that offered by the City as long as there is no cost to the City.

#### 4.2.3 *Retirees Health Insurance*

Employees represented by the Association who retire from the Marin County Retirement System are subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans and 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. Employees hired on or before January 1, 2010**

The City shall make a monthly retiree health insurance payment 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) shall not exceed \$557 per month. The City's retiree health insurance contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

- ##### **B. Employees hired by the City 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, 4.2.3 B, 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.

#### 4.2.4 *Contributions into Retiree Health Savings Account (RHSA)*

**For employees hired on or after January 1, 2010**, the City shall make a contribution each pay period into a Retiree Health Savings Account (RHSA) equal to 2.0% of top Step Firefighter-Paramedic base hourly pay for the pay period. Each eligible employee will make a contribution in the same amount each pay period as a payroll deduction. In the event an employee's salary is not sufficient to contribute the 2.0%, no City or employee contribution will be made until such time as the employee's salary is sufficient to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired.

#### 4.2.5 *Deferred Compensation Plan*

Over the course of this Agreement, the City will provide up to two deferred compensation plan providers, as allowed under the Internal Revenue Code Section 457. Costs of the plan are solely the responsibility of employees. No City contributions are provided for employees, except under the Payback provision identified in subsection 4.2.1 of this Memorandum of Understanding.

#### 4.2.6 *Flexible Spending Account (125 Plan) for Health & Dependent Care Expenses Reimbursement*

The City will continue to offer a Flexible Spending Account (Section 125 Plan) pursuant to the IRS Code. Flexible Spending Accounts offered by the City include:

- a. Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$2,500.
- b. Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 for calendar year 2006).
- c. 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.

The City shall establish an annual enrollment period for the Flexible Spending Account and each employee must re-enroll if he/she/they wishes to participate in the FSA for the following calendar year. The City shall have the authority to implement changes to the FSA programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

### **4.3 DENTAL PLAN**

#### 4.3.1 *Dental Plan*

- a. The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20 cost sharing after deductible) per calendar year per person, with a \$75 deductible limit per family; and orthodontic care (50/50 cost sharing).
- b. The dental plan shall provide for an 80/20 cost sharing for basic services such as casts, crowns and restorations. Major services such as bridgework and dentures are covered using a 50/50 cost sharing formula.
- c. The City will pay the entire premium cost for such a dental plan and shall pay the entire cost for any premium rate increases occurring during the term of this agreement.
- d. The calendar year benefit for each eligible, enrolled member is \$1,500 per calendar year. Orthodontic benefits remain unchanged and are limited to those dependents up to the age of 19 and subject to a \$1,000 per person, per lifetime benefit.

### **4.4 RETIREMENT**

#### 4.4.1 *Retirement Contribution*

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

**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).

#### 4.4.2 *Additional Pension Funding*

Effective the pay period including September 1, 2013, each member shall pay an additional 1.0% of pensionable compensation to the Marin County Employee Retirement Association through a payroll deduction to help fund pension. This deduction shall be made on a pre-tax basis to the extent allowed by law.

#### 4.4.3 *Retirement Plans*

On January 1, 2007, 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 is based on an employee's single highest year of compensation with a 3% COLA benefit cap.

On January 1, 2007, 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 is based on an employee's single highest year of compensation with a 3% COLA benefit cap.

**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 consecutive three years of compensation, with a 2% COLA benefit cap.

**Miscellaneous 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 consecutive three years of compensation, in accordance with MCERA regulations. The annual pension adjustment will be a maximum of 2% COLA.

**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.

**Miscellaneous 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.

## **5 SICK LEAVE**

### **5.1.1 *Accrual***

Each eligible full-time employee working a 56-hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 40-hour work week shall continue to earn sick leave credits at the rate of eight (8) hours per month.

All eligible full-time employees shall earn sick leave credits at the rates specified above, commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.4). The sick leave accrual rate is prorated for eligible part time employees.

### **5.1.2 *Sick Leave Usage***

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

- a. Personal illness of the employee or illness within the immediate family (immediate family under subsection 5.1.2 a is defined as employee's spouse, registered domestic partner, dependent children, grandparent, grandchild, sibling and/or employee's parents or parent-in-laws) or physical incapacity of the employee resulting from causes beyond the employee's control; or
- b. Enforced quarantine of the employee in accordance with community health regulations; or
- c. In the event of a death or critical illness in the immediate family, an employee may, upon proper notification, be allowed to be granted an absence up to five (5) consecutive calendar days (combining duty and off duty days), using sick leave as needed during this period of absence, for such a circumstance either in or out of state. Where such death or critical illness has occurred, the employee will be expected to furnish satisfactory evidence of the situation to the Fire Chief if requested. The employee may request, and on approval of the Department Head, receive additional sick leave hours off in the event of such a death or critical illness in the immediate family. The immediate family is defined as spouse, children, parents, grandparents, brothers or sisters.

Except that in a. and b. above, an employee may not use sick leave for a work-related injury and/or illness once said employee has been determined permanent and stationary. The Association acknowledges the Fire Chief's right to investigate sick leave abuse.

### **5.1.3 *Sick Leave Service Credit Option***

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 1999, 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, pursuant to Section 5.1.4 - Sick Leave Payoff).

### **5.1.4 *Sick Leave Payoff upon Termination of Employment***

Upon termination of employment by resignation, retirement or death, employees who leave the municipal service in good standing shall receive compensation of all accumulated unused sick leave, based upon the rate of two percent (2%) of each year of service to a maximum of fifty

percent (50%). The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 40-hour work week and 1,680 hours for employees working a 56-hour work week. Sick leave payoff would be subject to a maximum of 600 hours for 40-hour per week employees and 840 hours for 56-hour per week employees, subject to the 2% per year formula noted above.

**5.2 VACATION LEAVE**

**5.2.1 Policy Statement**

Four (4) members per shift shall be allowed off on vacation during all days of the calendar year except for those sets of shifts containing a designated holiday as defined in Section 5.4.1 and including December 24<sup>th</sup> and 31<sup>st</sup>. For sets of shifts containing a holiday, three (3) members shall be allowed off on vacation. Vacation shall be administered in accordance with current Fire Department policy, which is incorporated into this MOU by reference of this statement.

**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 accrue vacation at the rate shown in the charts below:

**For 40-hour per week employees**

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	10 days or 80 hours	3.33 hours
36 – 119 months	15 days or 120 hours	5.0 hours
120 – 179 months	20 days or 160 hours	6.66 hours
180+ months	25 days or 200 hours	8.34 hours

**For 56-hour per week employees**

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	5 shifts or 120 hours	5.0 hours
36 – 119 months	7.5 shifts or 180 hours	7.5 hours
120 – 179 months	10.0 shifts or 240 hours	10 hours
180+ months	12.5 shifts or 300 hours	12.5 hours

**5.2.3 Vacation Accrual Cap**

During each calendar, year employees will be limited (capped) in the number of vacation hours they can accrue.



No employee may accrue more than 250 hours for 40-hour per week employees and 396 hours for 56-hour per week employees. 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 will need to be in writing, submitted through the department, and received the approval of the Fire 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 and be consistent with the provisions of the MOU. This additional vacation accrual could not exceed one-half of the employee's regular annual vacation accrual. In no case would the addition of vacation accrual over the cap be extended beyond one additional year.

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/hers/their current rate of pay for any vacation accrued but not taken, up to the maximum accrual cap, provided that the employee has successfully completed his/hers/their initial probationary period.

#### 5.2.4 *Vacation Accrual when on 4850 Leave*

While on 4850 leave, if an employee exceeds the maximum vacation accrual (250 for 40 hours/week employees or 396 for 56 hours/week employees) he/she/they will be bought down to 200 vacation hours for 40-hour employees and 300 vacation hours for 56-hour employees. This buy-down will occur when the employee returns to regular duty and will be documented via a Personnel Action Report (PAR). The buy-down will not prevent employees from participating in the vacation conversion program ~~or the vacation cash in program~~. Once the employee's hours have been bought down the employee will then continue to accrue vacation hours at their regular rate.

#### 5.2.5 *Vacation Relief*

Beginning January 2005, the City converted to the constant staffing model and was no longer hiring vacation relief positions. Should the City wish to return to using vacation relief, following meeting and conferring with the Firefighter's Association on the implementation of such change, primary selection for vacation relief will occur annually and will be voluntary based on seniority (those employees in the Firefighter job class with the most seniority in the Fire Department will have the first opportunity to sign up for vacation relief).

If through the above reference voluntary selection process the department is unable to identify an adequate number of firefighters for this annual assignment employees will be assigned by the department using a least senior (seniority within the Fire Department) procedure.

Employees volunteering and/or being assigned to the vacation relief assignment must have completed two years with the San Rafael Fire Department as a safety member. At no time will there be more than two (2) Firefighter/Paramedics per shift assigned to Vacation Relief.

Those employees assigned to this annual vacation relief assignment shall be paid \$125.00 per month.

No employee shall serve more than three (3) consecutive years on vacation relief. After three (3) years of not serving on vacation relief, such employee may then work up to three (3) consecutive years on vacation relief.

### **5.3 LEAVE CONVERSION TO HOUR FOR HOUR**

### 5.3.1 *Accrued Balance Conversion*

On January 1, 1995, each employee covered by this Memorandum of Understanding working a regularly scheduled 24-hour shift schedule had their current balances of accrued sick leave hours and accrued vacation leave hours multiplied by a factor of 1.5. The resulting figures then became each employee's new accrued balances of sick and vacation leave.

### 5.3.2 *Sick and Vacation Leave Usage*

Each employee covered by this Memorandum of Understanding shall have one (1) hour of sick leave or one (1) hour of vacation leave, as appropriate, deducted from their accrued balance for each hour of leave used during any reportable 24-hour period.

### 5.3.3 *Hourly Rate for Leave Payoff*

Effective with the conversion to hour for hour reporting, the hourly rate used for leave payoff purposes shall be based on 2080 annual work hours for represented job classes working a 40 hour work week and 2920 annual work hours for represented job classes working a 24-hour shift schedule.

### 5.3.4 *Vacation and Sick Leave Accrual Conversion*

When a member moves from a 24-hour shift schedule to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balances.

When a member moves from a 40-hour work week to a 24-hour shift schedule, accrued vacation and sick hours will be multiplied by 1.4 to determine new vacation and sick leave balances.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

## 5.4 HOLIDAYS

### 5.4.1 *Days Observed*

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

January 1 <sup>st</sup>	New Year's Day
Third Monday in January	Martin Luther King Day
February 12 <sup>th</sup>	Lincoln's Birthday
Third Monday in February	Washington's Birthday
March 31 <sup>st</sup>	Cesar Chavez Birthday
Last Monday in May	Memorial Day
<u>June 19<sup>th</sup></u>	<u>Juneteenth</u>
July 4 <sup>th</sup>	Independence Day
<u>First Monday in September</u>	<u>Labor Day</u>
September 9 <sup>th</sup>	Admission Day
As observed by the City of San Rafael	Veteran's Day
As observed by the City of San Rafael	Thanksgiving Day



As observed by the City of San Rafael  
December 25<sup>th</sup>

Day after Thanksgiving  
Christmas Day

#### 5.4.2 *Holiday Pay*

All twenty-four hour shift employees covered under this Memorandum of Understanding are entitled to additional straight time compensation for every holiday in Section 5.4.1 that they are employed with the City. Straight time or straight hourly rate is defined as base hourly rate plus eligible premium pays. ~~C Said compensation shall be paid twice each year on the first pay period of December and the first pay period of June. Effective January 1, 2019, said~~ compensation will be paid in the pay period in which the holiday occurs. The holiday pay formula for each holiday will be based on the employee's straight hourly rate multiplied by twelve hours. The holiday pay amount will be factored into the regular rate of pay for FLSA overtime.

All 40-hour week employees shall receive an 8-hour paid day-off or shall be paid one hour of additional straight time for each hour worked on the holidays listed in Section 5.4, in addition to 8 hours of holiday compensation at the straight hourly rate.

For both 40-hour work week employees and 56-hour work week employees, in order to be eligible for compensation for the paid holiday, the employee must both be in paid status on the day before the holiday and on the day after the holiday. Paid status shall include any payroll status except Leave Without Pay.

#### 5.4.3 *Holiday Routine*

Holiday routine shall apply to New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. In addition to the emergency responses, the holiday routine shall consist of the normal daily emergency preparedness, routine maintenance of facilities and equipment and the related administrative work, and participation in public education or community events.

### **5.5 OTHER LEAVE**

#### 5.5.1 *Court Appearance*

Employees required to appear in court or other official hearings shall be granted a leave of absence with pay from their assigned duty until released by the Court. Employees required to appear in Court or other official hearings other than during their regular tour of duty shall receive a minimum of four (4) hours pay calculated at one and one-half times the employee's base hourly pay rate. Employees shall appear in Class A uniform. The Fire Department, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 p.m. on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for calling the dispatcher after 6:00 p.m.

#### 5.5.2 *Jury Duty*

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duty until released by the court. The employee shall notify his/her/their employer in advance when summoned for jury duty. If the employee is a shift employee and is selected to serve on a jury, said employee shall not be required to perform duty during non-court hours until released by the court.

### 5.5.3 *Military Leave*

Military leave as defined in State law shall be granted to any regular employee.

All employees entitled to Military Leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

### 5.5.4 *Workers' Compensation / Industrial Injury Leave*

Safety employees shall be governed by the provisions of Section 4850, et seq. of the Labor Code. Non-safety employees shall be governed by applicable state law and City Rules and Regulations. Refer to Section 5.1.2. for qualifications regarding use of accrued sick leave.

### 5.5.5 *Family Medical Leave / California Family Rights Act*

Family leave shall be granted in accordance with the Federal FMLA of 1993 and the CFRA of 1991. Requests for Family leave are submitted to the Fire Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval.

### 5.5.6 *Catastrophic Leave*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Catastrophic Leave Policy which is available on the City's Intranet website.

### 5.5.7 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, ~~sibling-in-law(s), siblingparent~~ in-law(s), sibling in-law(s), grandparent, grandchild or a 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 and two days unpaid for 37.540 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave within the state and up to five (5) days for 37.540 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave may be granted to attend an out of state funeral. For any unpaid bereavement days, the employee may elect to use other accrued leaves. All bereavement leave must be exhausted within 3 months of the date of the death of the family member.

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

The above bereavement clause shall also apply in the event of a reproductive loss for an employee. The City agrees to maintain employee confidentiality related to the reproductive loss leave.

### 5.5.8 *Traumatic Incident Leave*

At the discretion of the Fire Chief, an employee who has experienced a traumatic incident while on duty may be granted up to the remainder of their regular assigned set (up to forty-eight hours), or the remainder of their overtime shift (up to twenty-four hours) to address the mental and/or physical impacts of the incident. Traumatic incident leave granted to an employee under this provision shall not exceed forty-eight (48) hours.

### 5.5.9 *Paid Parental Leave*

Eligibility:

Effective July 1, 2024, any full-time, regular, or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

1. Birth of a child of the employee, the employee's spouse, or the employee's domestic partner.
2. Placement of a child with the employee for adoption.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

The City Manager may authorize, upon the recommendation of the Fire Chief, an exception to the eligibility provisions, when it is, in their opinion, necessary in order to hire or retain qualified personnel. In these circumstances, the benefit will be prorated based on the number of months employed.

#### Benefit and Use:

1. Eligible employees shall be granted 13 shifts of PPL leave for members on a 56-hour work week and 300 hours for members on a 40-hour work week to use within 12 months of the qualifying event for the purposes of disability due to pregnancy and/or baby/child bonding. Regular part-time employees shall be eligible for a prorated number of PPL hours, based on scheduled and budgeted FTE.

2. PPL is based on a 12-month rolling calendar. No more than 13 shifts for a member on a 56-hour work week, or 300 hours for members on a 40-hour work week may be used in any 12-month period. PPL may not be used or extended beyond the 12-month time frame and any accrued and unused PPL will be forfeited at the end of the 12-month period for the qualifying event.

3. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused PPL for which they were eligible.

4. PPL is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.

65. PPL shall run concurrently with FMLA/CFRA and with PDL as set forth in paragraph 7, below. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is fewer hours than their regularly scheduled work hours.

76. Pregnancy Disability Leave (PDL): An eligible employee on PDL must reduce their sick leave balance to 40 hours or less (for a 40-hour work week employee), or 48 hours or less (for a 56-hour work week employee) to use PPL concurrently with PDL. An eligible employee is not required to further reduce their balance once they have reached the initial threshold of 40 or 48 hours (dependent upon work schedule) or less.

§7. Use of this leave constitutes a “compelling personal situation during which time the employee was unable to work” under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

Coordination of Benefits & Leaves:

- PPL taken under this provision will run concurrently with leave under the FMLA, CFRA, and PDL once the eligible employee’s sick leave balance is reduced to 40 hours or less for members on a 40-hour work week, and 48-hours or less for members on a 56-hour work week.
- PPL will be fully integrated with any short-term disability or California Paid Family Leave program but shall not exceed one hundred percent (100%) of the employee’s normal gross salary rate.
- The use of Short-Term Disability (STD) and Paid Family Leave (PFL) will not reduce available hours under the PPL leave entitlement.
- For time covered by FMLA/CFRA job protected leave for baby/child bonding purposes, PPL must be used prior to other accrued leave or unpaid leave except as discussed in number 7 above.
- If an employee has exhausted FMLA/CFRA entitlements for reasons other than baby bonding, PPL must be used prior to other accrued leaves or Leave Without Pay for arranged leaves for the purpose of baby bonding. Scheduling of non-FMLA/CFRA protected PPL is subject to Fire Chief approval.
- An employee who is eligible for PPL but is on leave for other reasons cannot use PPL except as described in paragraph 7 above.

Additional Restrictions

Notwithstanding the requirements of other state and federal protected leave (such as FMLA, PDL, CFRA, School leave, etc.), where this leave is not coordinated with another protected leave status, the following rules shall apply:

- Due to the scheduling complexities in a 24/7 facility, an employee must use these leaves in increments of a full shift.
- Unless there is specific approval by the Fire Chief, as applicable, these leaves must be used consecutively and not intermittently by eligible employees.
- Unless there is an emergency need to use one of these leaves, these leaves may not be used to disrupt the shift bid for major holidays including Thanksgiving and Christmas and the week surrounding those holidays, when vacation requests are high. For example, if an employee is not successfully able to bid the week between Christmas and New Years through the shift bidding procedure, the employee will not be able to take PPL for that holiday week and bump someone who successfully bid for the week.
- If the department is operating below daily minimum staffing and/or the department is experiencing a high vacancy rate, the Chief may temporarily suspend these benefits until staffing returns to normal.
- An Eligible Employee who desires exceptions to any of the parameters listed above may submit their requests to the Fire Chief for consideration.

5.5.10 End of Life Care Leave

Eligibility:

Effective July 1, 2024, any full time, regular or probationary employee who has been continuously employed by the City for at least 12 months prior to the start of the leave shall be eligible for End of Life Care leave to provide end of life care for an immediate family member, which shall include an employee's spouse, registered domestic partner, child, parent, sibling, siblings-in law, parent, parent in-law(s), grandparent, or grandchild.

End of Life care may be used to provide support, assistance and care to an immediate family member, as defined above, who is receiving end of life services through hospice or a medical facility.

#### Benefit and Use:

1. Eligible employees shall receive 4 shifts of End of Life Care leave for members on a 56-hour work week, and 80 hours for members on a 40-hour work week to be used during their employment with the City for use to support an immediate family member near the end of life, as described above.
2. Upon termination of the employee's employment at the City, they will not be paid for any accrued and unused End of Life Care leave for which they were eligible. Further, if an employee leaves City employment and returns to City service later in their career, the employee shall receive any unused hours from their previous employment with the City but shall not be granted any additional hours of for End of Life Care Leave.
3. End of Life Care leave is based on the employee's regularly scheduled hourly base wage. It is considered "paid status" for the purpose of merit, seniority, benefit premium contributions, retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
4. End of Life Care leave shall be used in a block of continuous time or on an intermittent or reduced schedule. Intermittent leaves or reduced schedules must be arranged and approved by the employee's supervisor in advance.
5. End of Life Care shall run concurrently with FMLA/CFRA. Eligible employees will be reinstated to the same or equivalent position in accordance with FMLA/CFRA protections. This may include altered assignments to accommodate the department's operational needs when the employee is working a reduced work schedule.
6. An employee who is eligible for End of Life Care Leave but is on leave for other reasons cannot use End of Life Care Leave except as described in paragraph 5 above.

Use of this leave constitutes a "compelling personal situation during which time the employee was unable to work" under Article 6.6.5 of this MOU and the probationary period for any probationary employee who uses this leave shall be extended for the length of time the employee was off work using this leave.

## **6 TERMS & CONDITIONS OF EMPLOYMENT**

### **6.1 HOURS OF WORK**

All suppression employees shall work a set of twenty-four hour shifts within a three (3) platoon system. Each suppression shift lasts twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set is two consecutive twenty-four hour shifts.

### 6.1.1 *Work Schedule / Established Work Week*

Employees shall be assigned to either eight hours per shift, 40 hour per calendar week administrative shifts or twenty-four hour suppression shifts. All suppression employees are scheduled to work four sets of twenty-four (24) hour shifts within each twenty-four (24) day FLSA Section 7k work period as is illustrated below (commonly referred to as the “2X4” schedule):

X = 24 hour on-duty period  
0 = 24 hour off-duty period  
Example: XXOOOO/XXOOOO/XXOOOO/XXOOOO

Fire prevention personnel may work different schedules according to administrative needs.

Any employee working the 2 X 4 suppression schedule described above may agree to transfer to prevention, training or other special assignment, subject to the approval of the Fire Chief. An employee assigned to any of these special assignments who works an eight-hour shift shall receive a 5.0% premium pay. The special assignment shall last two years unless the Fire Chief and employee agree to extend the assignment.

The 2 X 4 schedule shall not change the rules regarding use of sick leave. Employees should notify the Fire Department administration that sick leave use is needed according to current policy and before each 24-hour shift. It is acknowledged by all parties that if a Fire Captain, Fire Division Chief or Fire Battalion Chief determines that an employee is too fatigued to continue work said Officer is authorized to send the employee home on sick leave.

### 6.1.2 *Shift Trade Policy*

To provide a mechanism which will enable Fire Department members to take a normally assigned work shift off without having to use vacation time, a shift trade policy has been implemented in order to maintain appropriate staffing levels. Refer to Fire Department Policy IVI.

## **6.2 OVERTIME**

### 6.2.1 *Overtime*

The work period for suppression personnel is twenty-four days pursuant to Section 207(k) of the FLSA, which begins at 8 a.m. on the first day of the work period and at 7:59 a.m. on the last day of the work period. The work period for non-suppression employees is seven days per week for 40 hours per week. The work period for administrative personnel is seven days, Sunday through Saturday of each calendar week. For administrative personnel, all work periods begin at midnight on the first day of the period and end one minute before midnight on the last day of the period.

The City shall pay FLSA overtime, i.e. hours actually worked in excess of 182 per 24-day work period, in compliance with the law. For non-suppression employees, the City shall pay FLSA overtime for any hours actually worked in excess of 40 hours per seven-day work period. Approved paid vacation and approved paid sick leave shall count as hours worked towards overtime. There shall be no compensatory time off; all overtime shall be paid overtime.

In order to maintain appropriate staffing levels, all overtime coverage will be made on a rank for rank basis only as outlined in Fire Department Policy IVI, or with the assurance all positions within the company are covered to current department standards, including the placement of at least one person licensed as a paramedic on each company.



The City may reopen negotiations during the term of the Agreement to negotiate any issue within the scope of representation affected by the City's administration of a new payroll system and/or changes made to comply with the FLSA.

### 6.2.2 *Contract Overtime*

For employees working a twenty-four hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime.

For employees working an eight-hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime eligibility..

### 6.2.3 *Maximum Continuous Hours of Work*

No employee shall work more than one hundred and twenty (120) consecutive hours without the written approval of the Fire Chief or the Fire Chief's designee.

## 6.3 EMD-CERTIFICATION

EMT-D certification is a requirement for each employee with a safety classification. The certification is to be conducted on duty, between the hours 0800 and 1700, and counted as a portion of the eight-hour routine duty day.

## 6.4 SELECTION PROCESS

### 6.4.1 *Promotional Recruitments*

Recruitments in the Firefighter series to the rank of Fire Engineer and Fire Captain shall be promotional. In the event that no qualified candidates are identified through the examination process, the position(s) will remain vacant and another promotional recruitment will begin as soon as feasible, as determined by the Fire Chief. This will continue until a qualified candidate is found. The City will strive to maintain active promotional lists to prepare for vacancies.

### 6.4.2 *Fire Captain Qualifications*

#### Option 1

- A. Four (4) years full time suppression experience in the Firefighter series.
- B. Associate Degree in Fire Science or Fire Technology.
- C. San Rafael Fire Department Engineer Certification or Engineer Rank.
- D. Completion of NWCG S-231 and S-290 curriculumcertification.
- E. State Fire Training Fire Officer Certification or completion of State Fire Training Company officer curriculum.

- or -

#### Option 2

- A. Five (5) years full time suppression experience in the Firefighter series.
- B. State Fire Training Fire Officer Certification or completion of State Fire Training Company Officer curriculum.
- C. San Rafael Fire Department Engineer Certification or Engineer rank.
- D. Completion of NWCG S-231 and S-290 certificationcurriculum.

- or -

#### Option 3

- A. Ten (10) years full time suppression experience in the Firefighter series.
- B. San Rafael Fire Department Engineer Certification or Engineer rank.
- C. Completion of Fire Command 1A and 1B or Company Officer 2D.
- D. Completion of NWCG S-231 and S-290 curriculum certification.

- or -

**Option 4**

- A. Seven (7) years full time suppression experience in the Firefighter series, with three (3) of those being in the position of Fire Engineer with the City of San Rafael
- B. Fire Command 1A and 1B or Company Officer 2D.
- C. Completion of NWCG S-231 and S-290 curriculum certification.

For the purpose of definition, in Section 6.4.2., Firefighter series shall mean the following job classes: Firefighter, Firefighter-Paramedic, Fire Engineer and Fire Captain.

6.4.3 Fire Captain – Administrative Duty

Application for and acceptance of the position of Fire Captain includes the explicit understanding that Fire Captains may be assigned to either:

A. Supervise a Fire Company and work a 24-hour per day shift on a 2 x 4 schedule

or

B. Perform an Administrative assignment:

Operations personnel may be assigned to the 40-hour work schedule for assignments such as training, EMS, or other administrative functions. Ideally, these positions will be filled by volunteers from the rank of Captain, with mutual agreement of the Fire Chief and the Employee. If there are no volunteers, the position may be filled at the discretion of the Fire Chief in good faith discussion with the SRFA.

Ideally, the Employee will have cleared probation as a line Captain; however, this provision may be waived if mutually agreed upon by the Fire Chief and the SRFA.

The established workweek for the 40-hour employee shall be negotiable between the Employee and the Fire Chief or his designee, provided full completion of 40 hours per week. The workday shall include 1 hour dedicated for physical fitness of the employee.

**Assignment to Administrative Duty**

When the department needs to fill an administrative Captain position, a memo will be released describing the process timeline for selection. Interested candidates will respond to that memo and will be interviewed for the position. The Fire Chief will select the most qualified candidate.

Administrative positions, to include Training and EMS Captain, will be a 2-year assignment, after which a new selection process will begin. Should an administrative Captain desire to return to the line due to hardship, they will continue to serve in that role until a vacancy is open in the rank of Captain or a new candidate is selected. If after the 2-year term there are no new qualified candidates and the incumbent wishes to continue to serve beyond the 2 years, then the Administrative assignment may continue at the discretion of the Fire Chief and the incumbent.

If two or more-line Captain positions are vacant then the department will wait to fill any vacant administrative Captain positions until the department can reach full staffing in the Captain rank.

**Compensation and Overtime**



Captains filling an Administrative position shall receive 5% Premium pay as outlined in Section 6.1.1 and shall also receive an additional Incentive pay of 5% added to the base salary. The regular rate of pay shall include the Premium and Incentive pay when paying overtime for the administrative work.

Captains filling an Administrative assignment are eligible for shift overtime if it does not conflict with their regular work schedule. If a Captain works shift overtime, the hourly rate of pay will be adjusted to the 24-hour shift rate and the hourly rate will not include the 5% Premium Pay or the 5% Incentive Pay. Captains filling administrative assignments are exempt from mandatory overtime but may be subject to emergency recall.

### **Vacation and Sick Leave Accrual**

When a member moves from a 24-hour shift to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balance.

When a member moves from a 40-hour work week to a 24-hour shift, accrued vacation and sick hours will be multiplied by 1.4, to determine new vacation and sick leave balance.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

Application for and acceptance of the position of Fire Captain includes the explicit understanding that Fire Captains may be assigned to either:

- A. ~~Supervise a Fire Company and work a 24-hour per day shift on a 2 x 4 schedule~~
- or
- B. ~~Perform an Administrative assignment with the following conditions:~~
  - 1. ~~Employee has cleared probation~~
  - 2. ~~Employee will serve as the Training/ Safety Coordinator~~
  - 3. ~~To serve as EMS Coordinator~~
  - 4. ~~Assignment is for a 40-hour work week~~
    - ~~Four 10-hour work days per week is optional.~~
    - ~~Work day will include 1 hour for physical fitness~~

### **Assignment to Administrative Duty**

~~In the event Administrative assignments remain vacant following the solicitation of volunteers, the assignment will be filled using reverse seniority based on each employee's date of appointment.~~

~~Administrative positions will be filled at the time of the Station bidding and will last for a 2-year period. Any period of time less than 2-years will be considered on a hardship basis at the discretion of the Chief and the incumbent.~~

~~In the event that a Captain has fulfilled a 2-year Administrative position but no positions as a Fire Company Captain are available, the Administrative position shall return to the bid process. If no officers choose the Administrative position it shall be filled by the least senior Captain having completed probation.~~

~~Once a Captain has served two years in an Administrative position, he/she/they will not be required to serve again. However, a person serving in the Administrative position may serve in that capacity for more than two years per the discretion of the Chief and the incumbent.~~

~~If 2 or more line Captain assignments are vacant at the time of the Station bid, the Administrative position shall be suspended until the Department is able to reach full staffing of the Captain position. When full staffing has been achieved the position shall return to the bid process.~~

### **Compensation and Overtime**

~~Captains filling an Administrative position shall receive (5%) Premium Pay as outlined in Section 6.1.1 and shall also receive an additional Incentive Pay of 5% added to the base salary. However, when a Captain works overtime while on Administrative assignment, this additional 10% will not be added to the hourly rate and overtime pay shall be based on the base salary.~~

~~Captains filling an Administrative assignment are eligible for shift overtime if it does not conflict with their regular work schedule. If a Captain works shift overtime, the hourly rate of pay will be adjusted to the 24-hour shift rate and the hourly rate will not include the 5% Premium Pay or the 5% Incentive Pay. Captains filling administrative assignments are exempt from mandatory overtime.~~

### **Vacation and Sick Leave Accrual**

~~When a member moves from a 24-hour shift to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balance.~~

~~When a member moves from a 40-hour work week to a 24-hour shift, accrued vacation and sick hours will be multiplied by 1.4, to determine new vacation and sick leave balance.~~

~~Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.~~

### **6.4.36.4.4 Rule of Three**

Appointments made off of departmental promotional lists or open lists for Fire Department vacancies which have Fire Department employees on them require filling of vacancies from within the top three names on a certified list as follows:

- 1 opening = 3 candidates
- 2 openings = 4 candidates
- 3 openings = 5 candidates and etc.

The Human Resources Director may remove a name of an eligible employee from a list if ~~he/she has~~they have been rejected or passed over three times by the appointing authority.

Nothing herein shall require use of a Rule of Three for entry-level selections, which shall be subject to a Rule of the List. Should the number of candidates fall below the stated number for the vacancy openings, the Human Resources Director may certify an eligibility list in accordance with the City's Personnel Rules and Regulations Article 6.6.

### **6.4.46.4.5 Duration of Eligibility Lists**

Eligibility lists (entry level and promotional) shall remain in effect for ~~twelve~~twenty-four (12~~24~~) months from the established date ~~and can be extended by an additional six (6) months at the written request of the Fire Chief.~~

## **6.5 CAREER DEVELOPMENT PROGRAM**

The San Rafael Firefighters Association agrees to conform to the Career Development Guidelines regarding Engineer Certification (Policy 1-V-10) and Firefighter (Policy 1-V-9) as revised 11-18-03 and 9-23-08 respectively, and said policy is hereby incorporated by reference.

## **6.6 PROBATIONARY PERIOD**

### *6.6.1 Purpose of Probation*

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status.

### *6.6.2 Periodic Probationary Evaluation*

After passing an examination and accepting appointment, each employee shall serve a probationary period. During this probationary period the employee's performance shall be evaluated at least twice, once during the fourth (4th) month and once during the eighth (8th) month. The results of these evaluations shall be discussed with the employee.

### *6.6.3 Length of Probationary Period*

The probationary period on original and promotional appointments shall be for twelve (12) months.

### *6.6.4 Rejection During Probation*

During the probationary period an employee may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law.

### *6.6.5 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.

### *6.6.6 Notification of Extension or Rejection*

The Fire Chief shall notify the Human Resources Director in writing of his/her/their intention to extend the employee's probationary period or reject the employee. After discussion with the Human Resources Director, the Fire Chief shall notify the employee in writing of his/her/their extension or rejection.

### *6.6.7 Regular Status*

For the purpose of this agreement, regular status shall mean; full time, non-probationary status. Regular status shall commence with the day following the expiration date of a probationary period.

### *6.6.8 Promotion of Probationary Employee*

An employee serving a probationary period may be promoted to a position in a higher classification. When an employee is promoted under such circumstances, the probationary period of the lower classification shall be suspended. This suspension, the new promotional probationary period and the promotional appointment shall commence on the same date.

### *6.6.9 Unsuccessful Passage of Promotional Probation*

An employee who does not successfully pass his/her/their promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her/their

promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject: to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

## **6.7 TRANSFERS / REASSIGNMENTS**

### *6.7.1 Types of Transfers*

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

- a. **Inter-departmental transfers.** An employee may be transferred from a position in one department to a position in the same classification in another department, with the recommendation of the two department heads and the approval of the City Manager.
- b. **Voluntary transfers.** An employee may make a written request for transfer to the Personnel Director to a position in the same or similar classification with the same salary range. Such a request may be made on the recommendation of the affected department head(s) and the approval of the City Manager.

### *6.7.2 Minimum Qualifications & Probation*

Any persons transferred to a different classification shall possess the minimum qualifications for that classification. In the case of a voluntary transfer, the employee shall serve a six (6) month probationary period.

### *6.7.3 Station Transfers*

Station transfer will be in accordance with department policy 1-V-24, Station Bid Preference Guideline, which is hereby incorporated by reference.

## **6.8 STAFFING LEVELS**

### *6.8.1 Constant Staffing*

The City determines the level of service and therefore the overall size of the Fire Department's staff. However, the City is committed to provide safe staffing levels for the City's firefighters and the public. The City and the Association agree to continue Constant Staffing as implemented in 2005. This allows the City to maintain staffing needs through current staffing levels and callback when necessary. Constant Staffing levels will consist of a range not to exceed 22 personnel per each shift operating no more than six companies and no more than 2 medic units. The City shall promptly commence hiring and/or promotions to ensure refreshed staff at each rank and to minimize or eliminate forced overtime.

### *6.8.2 Minimum Staffing*

Minimum Staffing will consist of a range of personnel per each Company. The range will consist of staffing each engine company with 3 members qualified to function in the following roles, (1) Captain, (1) Engineer, (1) Firefighter or Firefighter Paramedic. Staffing for each Medic unit shall consist of (2) Firefighter Paramedics.

### *6.8.3 Hiring Additional Personnel*

The City may hire up to one additional personnel in an effort to maintain full staffing levels. Hiring additional personnel beyond one additional personnel would require the mutual consent of the Fire Chief and the Association.

#### 6.8.4 *Paramedic Staffing*

It is a goal of the fire department to assign at least one Firefighter/Paramedic to each Engine or Truck Company and realize ALS assessment capabilities for those units.

Captain or Engineer EMT-Ps no longer receive the direct paramedic incentive that is now built into base salary and are encouraged to continue participation in the paramedic program in an effort to deliver ALS service from all fire stations. The City will facilitate the continued cost of EMT-P licensure and continuing education. Captain and Engineer EMT-Ps are encouraged to assist with fire department staffing to maximize our ability to field Engine/Truck Companies as Assessment Units.

Firefighter/Paramedics will serve in assignments on Engine or Truck Companies and Medic Units to facilitate the maintenance of firefighting and paramedic skills. Quarterly or less frequent station rotation of non-probationary Firefighter/Paramedics between two fire stations may be employed to enable this alternation of duties. Firefighter/Paramedics are available for occasional relocation from regularly assigned stations when exigent circumstances require a paramedic to maintain the provision of ALS service on Medic Units.

### **6.9 PERSONNEL RULES & REGULATIONS**

The City and the Association met and conferred over a revision to the City's Rules and Regulations and agreement was reached in October of 1995. Prior to final consideration of any future, proposed amendments to these rules that constitute a change in or impacts wages, hours or terms and conditions of employment, said proposed amendment(s) shall be subject to the provisions of the Meyers-Milias-Brown (MMB) Act.

#### 6.9.1 *Wireless Communication Policy*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet website.

#### 6.9.2 *Drug & Alcohol Policy*

The City and the Association both support a drug and alcohol free work place. Association members will adhere to the provisions of the Drug and Alcohol Testing Policy and Procedures attached herein as Exhibit E and will continue to work with the City to develop a mutually agreeable policy within the terms of this Memorandum of Understanding. It is understood that the policy will apply to all represented departmental employees and non-represented fire safety employees.

#### 6.9.3 *Outside Employment Policy*

No regular employee shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his/her/their duties with the City. It is the intent of this provision to exercise the authority granted by Section 1126 of the Government Code, subject to the limitations provided therein. Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Firefighters Outside Employment Policy attached herein as Exhibit F and available on the City's intranet website.

#### 6.9.4 *Use of Fire Apparatus for Shopping*

Affected employees will be allowed to use fire vehicles for shopping. Affected employees shall carry a portable radio or alert device and shall remain ready to respond to any call received.

### 6.9.5 *Light Duty Policy Statement*

Light duty is offered to employees with temporary medical disabilities under the following circumstances:

1. Must be medically authorized by the individual's treating physician.
2. Any and all work restrictions or modifications necessary to accommodate the employee's temporary disability must be thoroughly defined.
3. There must be actual light duty work available that can accommodate the temporary modifications.
4. This option is available to all employees whether the debilitating injury occurred on or off duty.
5. Light duty will be applied in a non-discriminatory manner.
6. All light duty assignments will consist of work, which falls within the scope of regular employment in the Fire Department, which can accommodate prescribed temporary physical limitations. Light duty assignments may include, but are not limited to, departmental work such as: fire prevention, running supplies and administrative projects. Light duty will be the only circumstance where an employee will be required to perform duties outside of his/her/their job description. It is understood and agreed that light duty assignments will be confined to the Fire Department.

### 6.9.6 *No Smoking / Tobacco Use Policy*

Employees hired by the City of San Rafael after 7/1/08 are required to sign a condition of employment statement that they agree not to smoke or use tobacco products of any kind while employed by the City of San Rafael. This signature must be obtained prior to the date of hire.

Employees hired **before** 7/1/08 will not be allowed to smoke or use other tobacco products as follows:

1. While inside any City/Fire Department vehicle
2. While in public when on-duty or in uniform
3. In compliance with State Law and Local Ordinances

The City will provide tobacco cessation assistance to employees who desire to stop using tobacco products. Employees will be referred to the City's employee assistance program for initial assistance and, if needed, will be eligible to receive up to \$2500 in additional funds to complete a certified tobacco cessation program. Written approval from the Fire Chief is required for the additional funding.

### 6.9.7 *Grooming Standards*

All personnel covered by this Memorandum of Understanding shall conform to the Grooming Standards specified in Departmental Policy 1-VI-2 and said policy is hereby incorporated by reference.

## **6.10 MISCELLANEOUS**

### 6.10.1 *Safety Committees*



**Fire Department Committee:** In order to promote health and safety among the Fire Department employees, a joint committee of seven (7) will be established with equal representation and authority, with four (4) employees to be designated by the Fire Chief and three (3) employees designated by the Association. This committee shall be called the Health and Safety Committee. The committee shall meet quarterly or more often as needed in order to review accident records and other data bearing on the employee's health and safety. The committee shall make recommendations for the correction of any undesirable conditions, which may be found to exist.

**City-Wide Committee:** If the City reinstates a City-wide Safety Committee, one member designated by the Firefighter's Association shall serve on this committee.

#### 6.10.2 *Management & Miscellaneous Positions*

The position of Fire Chief is deemed a management position and included in the Resolution Pertaining to the Compensation and Working Conditions for Unrepresented Management and Mid-Management Employees for salaries and fringe benefits. The Fire Division Chief, Fire Battalion Chief - Operations, and Administrative Chief are deemed mid-management positions and are included in the San Rafael Fire Chief Officers' Association schedules for salaries and fringe benefits. The Fire Department clerical personnel are included in the S.E.I.U. 949 Supervisory and Miscellaneous Units Memorandum of Understanding, with the exception of the Administrative Assistant to the Fire Chief position, which is part of the Association of Confidential Employees.

#### 6.10.3 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Firefighters' Association, I.A.F.F., Local 1775. A medical standards ordinance to be applicable to Fire Department personnel in the classification of Firefighter, Firefighter-Paramedic, Engineer, and Captain will be discussed by the City and the Association and will be adopted only after mutual agreement by both parties.

#### 6.10.4 *Physical Fitness Program*

Members of the Association have agreed to adhere to the provisions of the Employee Health and Wellness Program as outlined below:

##### A. Health and Wellness Committee

Fire Management will manage a Wellness/Fitness Committee with representation comprised of both Fire Management and representatives of the Association. The purpose of the Committee is to maintain a comprehensive Wellness/Fitness program to improve the physical and general health of all unit employees.

##### B. Health and Wellness Program

Employees shall participate in a Wellness/Fitness program conducted by a mutually agreed upon provider.

##### 1. Comprehensive Fitness Assessment and Profile

A fitness evaluation will be conducted annually by a mutually agreed upon provider. This evaluation may include, but not limited to:

- a. 12 lead EKG printout with computer interpretation at rest
- b. Pulmonary function recording of lung capacity and flow rates

- c. Resting and exercise blood pressure measurement
- d. 12 lead EKG printout during graded exercise treadmill test
- e. Body composition evaluation
- f. Abdominal endurance crunch test
- g. Pushup evaluation of upper body strength and endurance
- h. Grip strength
- i. Lower body strength test
- j. Trunk, legs, shoulder and spinal flexibility tests
- k. Health appraisal and coronary risk questionnaire
- l. Individual fitness profiles compiled from above evaluations

## 2. Blood Chemistry Panel

The blood chemistry panel shall include, but not limited to the following:

- a. Glucose, Bun, Creatine, Bun/Creatine ration, SGOT, SGPT, LDH, GGTP, ~~Bilirubin~~Bilirubin, Alkaline Phosphate, Calcium, Phosphorus, Potassium, Chloride, Uric Acid, Triglyceride, Cholesterol (HDL & LDL and Coronary risk ratio), Globulin, Albumin, Total Protein and A/G Ratio, PSA for male and OCS for female employees.

## 3. Heavy Metal and Special Exposure Screening (hazmat members or under specific exposures)

Baseline testing for heavy metals and special exposures may be performed under special circumstances, such as hazardous materials exposures; recurrent exposures; other known exposures; or where under federal, state, or provincial regulations requires it, such as OSHA standards. The following screenings may be utilized: urine screen assesses exposure to arsenic, mercury and lead; blood screen for lead and zinc protoporphyrin assesses exposure to lead; testing and screening for specific exposure or other heavy metal screens may include aluminum, antimony, bismuth, cadmium, chromium, copper, nickel and zinc; and special blood testing may be ordered for organophosphates, RBC cholinesterase, or other toxic exposures such as blood screening for exposure to PCBs.

## 4. Lecture Series and Individual Presentations

The wellness Portion of the program will include the following:

- a. Lecture series on health, nutrition, injury prevention, and exercise science topics.
- b. Literature for topic specific needs or interests dealing with wellness and fitness to be provided at each work site.

## 5. Physical Fitness

Unit employees will have up to 2 hours per day for physical fitness and personal and facility readiness, unless an emergency or call for service prevents a workout. Unit employees shall adhere to the physician's recommended physical fitness program. Unit employees must be in their uniforms and ready for duty after completing their workout. Captains shall schedule workout time for each Company. On occasion, Department management may adjust workout times when necessary to accommodate other Department business.



The City will provide funds to purchase additional exercise equipment for each fire station during the term of this agreement. The equipment to be purchased shall be determined by the Health and Wellness committee and approved by the Chief.

C. The Program

This program is designed to provide an effective method for keeping employees healthy by implementing methods for early detection of potential health issues. The City shall pay for annual examination associated with this program and will adhere to all HIPAA confidentiality issues. All medical records are strictly confidential in accordance with State and Federal law. Participation in this program is mandatory.

D. Annual Examination

1. The City shall provide a physical examination conducted by a health professional annually for all unit employees to include a stress EKG reviewed by a cardiologist. The health professional will evaluate all employees' EKG, fitness, and blood chemistry plan results and will provide a confidential summary to each employee. Employees are responsible for adhering to the recommendations indented by the assessment team and any follow-up recommendations from the cardiologist, for actually participating in the lectures series and for reading the literature provided by the City.
2. Upon request, a physician shall provide each male employee a:
  - a. Digital prostate exam
  - b. Hernia examination
  - c. Skin examination
3. Upon request, a physician shall provide each female employee a:
  - a. Mammogram
  - b. Pap Smear
  - c. Breast examination
  - d. Skin examination

E. Examinations and Scheduling

The physical examination and all involved medical tests shall be administered while employees are on duty as scheduled by the City. Employees agree to take such stress EKG and physical examination when scheduled.

F. Agreement to Abide to Examinations Findings

Employees agree to abide by the findings of the medical examination and to comply with any of the program's medical doctor's prescribed plans to correct medical deficiencies, including excess weight. All subsequent additional medical examinations shall be arranged for and paid for by the City. This understanding is not intended to waive any rights of the employee under State law.

G. Findings Make Known to City and Employee

Medical findings determined through such examinations shall be made known to the employee in writing by the physician. The City shall be notified of any work restrictions resulting from said examination, if applicable.

#### 6.10.5 *Association Meetings with the Fire Chief*

The Fire Chief and/or Staff members designated by the Fire Chief, along with the representatives of the Association, shall strive to meet at least quarterly to discuss topics and issues of mutual concern. Meetings may be called by either party. The parties will attempt to schedule the meeting within fourteen (14) calendar days of the request for the meeting, unless otherwise mutually agreed. The parties will develop and share an agenda for the meeting at least twenty-four (24) hours prior to the date of the meeting.

#### 6.10.6 *Shared Services*

The City and the Association agree to pursue opportunities to share services with other agencies, including the potential of the formation of a JPA for fire/rescue services. The City and the Association understand that the Association will be involved in any shared services discussions with any other agency throughout that process.

#### 6.10.7 *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.

#### 6.10.8 *Medical Expense Reimbursement Plan*

By July 1, 2026, the City agrees to explore and analyze the proposed Medical Expense Reimbursement Plan (MERP) to analyze the purported benefits of the MERP and to determine if the administrative burden associated with the program exceeds the City's capacity to implement it. Any changes to the program will only be made by mutual agreement of the parties.

## **7 PROCEDURES**

### **7.1 DEMOTION**

#### 7.1.1 *Demotion*

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform his/her/their required duties.
- B. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she/they does/do not possess the minimum qualifications.

When the action is initiated by the Fire Chief, written notice of demotion shall be provided to an employee at least ten (10) calendar days before the effective date of the demotion, and a copy filed with the Personnel Department.

Demotion pursuant to subsection 7.1.1 A of this Memorandum of Understanding shall be deemed disciplinary action and as such shall be handled according to the provisions in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

### **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/their immediate supervisor, at least fourteen (14) calendar 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 Fire Chief and the Personnel Department.

### 7.2.2 *Termination - Layoff (Lack of work or funds)*

The Fire Chief may terminate an employee because of reorganization, abolition of position, and shortage of funds. Said termination shall be considered a Reduction In Force and shall be processed in accordance with Article 7.5, Reduction in Force, of this Memorandum of Understanding.

### 7.2.3 *Termination - Disciplinary Action*

An employee may be terminated for disciplinary reasons, as provided in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

### 7.2.4 *Termination During Probation*

The rejection of an employee during his/her/their initial probationary period is covered in Article 6.6, Probationary Period, of this Memorandum of Understanding.

### 7.2.5 *Retirement*

Retirement from the City service 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 *Definition*

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay.

### 7.3.2 *Authority*

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 for violating or ordering the violation of the Memorandum of Understanding.

### 7.3.3 *Causes for Disciplinary Action*

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-prescription 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 (mistreatment or discourteousness to) 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. Misuse 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.

#### 7.3.4 *Appeal of Disciplinary Action*

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or his/her/their designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

#### 7.3.5 *Arbitration (Disciplinary Action)*

The appellant may have the appeal heard by the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or shethey waives his/her/their right to an appeal that conforms to the procedures of the Administrative Procedure Act.

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the City.

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, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. The arbitrator shall hear either party's position; but shall rule on the merits of each party's case as presented during the hearing, and shall subsequently have the power to affirm, reject, or provide a lesser form of discipline. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to 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 a side letter to the MOU.

## **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, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3, Disciplinary Action, of this Memorandum of Understanding. Policy 1-VI-3 is specifically incorporated by reference.

### *7.4.2 Initial Discussions*

Any employee who believes that ~~he or she~~they ~~has~~have a grievance may discuss his or her complaint with the Fire Chief or with such subordinate management official as the Fire Chief may designate. If the issue is not resolved within fourteen (14) calendar days, or if the employee elects to submit his or her grievance directly to an official of the association, the procedures hereafter specified shall be invoked.

### *7.4.3 Referral to City Manager*

Any employee or any Association official (hereinafter referred to as the "Grievant") shall notify the City Manager and Fire Chief in writing that a grievance exists. In such notification, the reporting Grievant shall state the particulars of the grievance and the remedy or resolution desired, if articulable.

No grievance may be processed under Section 7.4.4 below, which has not been first heard and investigated in pursuance of Section 7.4.2. A grievance which remains unresolved fourteen (14) calendar days after it has been submitted to the City Manager in writing may be referred to arbitration.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

### *7.4.4 Arbitration (Grievance)*

If the grievance is not resolved, the Grievant may, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If arbitration is requested, representatives of the City and the Grievant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator (the selection process shall include the review of the arbitrator's availability). The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Grievant and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within 60 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 which is binding on the parties hereto, to the extent permitted by the Charter of the City.

## **7.5 REDUCTION IN FORCE**

### *7.5.1 Authority*

The Fire Chief may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organization efficiency.

#### 7.5.2 *Notice*

Employees designated for layoff or demotion in lieu of lay off shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of lay off or demotion. The Association shall also be so notified.

#### 7.5.3 *Order of Layoff*

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description, and salary. Extra-hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full-time permanent employee.

#### 7.5.4 *Seniority*

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- A. Seniority within the affected classifications will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro-rata basis to full-time service. Time spent on a City Manager approved leave of absence without pay does not count toward seniority.
- B. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- C. If all of the above factors are equal, the date of regular status in City service is achieved shall be determinative.
- D. If all of the above are equal, date of certification for appointment shall be determinative.

#### 7.5.5 *Bumping Rights*

An employee designated to be laid off may bump into a class at the same salary level, or into the next lower classification in which such employee has previously held regular status. An employee, who is bumped, shall be laid off in the same manner as an employee whose position is abolished.

#### 7.5.6 *Transfer Rights*

The Personnel Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.5.2, but no longer than the effective date of such layoff or reduction.

### **7.6 RE-EMPLOYMENT**

#### 7.6.1 *General Guidelines*

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

### 7.6.2 *Right to Re-Employment*

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

### 7.6.3 *Time Limits*

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

### 7.6.4 *Availability*

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

### 7.6.5 *Probationary Status*

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification.

Employees who hadhave not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

### 7.6.6 *Restoration of Benefits*

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

**SAN RAFAEL FIREFIGHTERS'  
ASSOCIATION, I.A.F.F., LOCAL 1775**

**CITY OF SAN RAFAEL**

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**John J. Grey, Local 1775 Attorney**

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**Tim Davis, Lead Negotiator  
Attorney, Burke Williams Sorensen**

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**Anthony Alviso, Fire CaptainSRFA Lead  
Negotiator**

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**Stephanie VollmerAllison B. Hernandez  
Burke Williams Sorensen**

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**Daniel Rotwein, SRFA Lead Negotiator  
William Berkey, Firefighter-Paramedic**

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**Sylvia Gonzalez-SheltonPaul Navazio  
HR Operations ManagerFinance Director**

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**Jeff Endaya, SRFA Negotiations TeamDaniel  
Rotwein, Firefighter-Paramedic**

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**Thomas Wong, AnalystNicholas Biss,  
Principal Human Resources Analyst**

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**Garrett Northern, SRFA Negotiations  
TeamRobert Winner, Fire Captain**

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**Date**

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**Conan Kelly, SRFA Negotiations TeamJimmy  
Alvarez, Fire Engineer**

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**Jacob Santos, SRFA Negotiations  
TeamConan Kelly, Fire Captain**

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**James Irvine, SRFA Negotiations  
TeamGraham Winkelman, Firefighter-  
Paramedic**

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**Graham Winkelman, SRFA Negotiations  
Team**

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Date