



AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, JUNE 3, 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/cc-2024-06-03>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171

ID: 844-3204-9611#

One Tap Mobile: +16694449171,,84432049611# US

This meeting will be held in-person. This meeting is being streamed to YouTube at 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 by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact city.clerk@cityofsanrafael.org.

OPEN SESSION- THIRD FLOOR CONFERENCE ROOM - 5:30 PM

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:30 PM

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 2 cases

Workers' Compensation Appeals Board Case No. ADJ16750346 (Claim No. 2193400026)

Workers' Compensation Appeals Board Case No. ADJ17551891 (Claim No. 2293400123)

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 20, 2024 (CC)

Recommended Action - Approve minutes as submitted

b. Ordinance Amending Green Building Codes

Final Adoption of Ordinance No. 2036: 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 (CC)

Recommended Action – Final Adoption of Ordinance No. 2036

c. Statement of Economic Interests Annual Filings

Accept Report on Fair Political Practices Commission Form 700, Statement of Economic Interests, 2023 Annual Filings, for Section 87200 Filers and Designated Employees, Including Consultants, Design Review Board and Park and Recreation Commission (CC)

Recommended Action – Accept report

d. 2024 General Municipal Election

Resolution Calling and Giving Notice of At-Large Elections, By-District Elections for Districts 1/Southern and 4/Northern, and San Rafael Board of Education Trustee Area Elections for Areas 1, 3 and 5, to be Held on November 5, 2024, Requesting the Marin County Board of Supervisors to Consolidate with Any Other Election Conducted on Said Date, and Requesting Election Services (CC)

Recommended Action – Adopt Resolution

e. Proclamations

Proclamations Supporting:

- i. LGBTQIA+ Pride Month
- ii. National Gun Violence Awareness Day
- iii. National Immigrant Heritage Month
- iv. Alzheimer's and Brain Awareness Month

Recommended Action – Receive and file

f. Five-Year Agreement with Axon Enterprise, Inc. for Police Department Technology Hardware and Software Services

Authorize the City Manager to Enter into a Five-Year Agreement with Axon Enterprise, Inc. in the Total Amount Not to Exceed \$1,215,531.82 (PD)

Recommended Action – Authorize the City Manager to enter into a five-year agreement with Axon Enterprise, Inc. in the total amount not to exceed \$1,215,531.82

g. Lincoln Avenue Corridor Safety Improvements Project Funding Agreement

Resolution Approving and Authorizing the City Manager to Execute a Program Supplement Agreement with Caltrans to Receive State Funds (PW)

Recommended Action – Adopt Resolution

PUBLIC HEARINGS

5. Public Hearings:

a. AB 481 Military Equipment Annual Report and Renewal of Military Equipment Use Policy

Resolution Renewing the Ordinance Approving San Rafael Police Department Military Equipment Use Policy 706 (PD)

Recommended Action – Adopt Resolution

OTHER AGENDA ITEMS

6. Other Agenda Items:

- a. **Preliminary Citywide Proposed Budget for Fiscal Year 2024-25**
Preliminary Citywide Proposed Budget and Proposed Capital Improvement Program for Fiscal Year 2024-25 (Fin)
Recommended Action - Receive report
- b. **Economic Development Strategic Plan**
Economic Development Strategic Plan Annual Report (CED)
Recommended Action - Accept report
- c. **Successor Memorandum of Understanding with San Rafael Police Mid-Management Association (SRPMMA)**
Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Police Mid-Management Association (SRPMMA), Beginning June 1, 2024 Through June 30, 2027) (CM/HR)
Recommended Action - Adopt Resolution
- d. **Successor Memorandum of Understanding with San Rafael Fire Chief Officers' Association (SRFCOA)**
Resolution Approving a Successor Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Fire Chief Officers' Association (SRFCOA), Beginning June 1, 2024 Through June 30, 2027) (CM/HR)
Recommended Action - Adopt Resolution
- e. **An Initiative Measure to Provide Funding for the Construction of a New Main Library and Community Center at Albert Park**
 - I. Certificate of Sufficiency of the Petition for the Proposed Initiative Measure Amending the City of San Rafael's Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park
Recommended Action - Accept Certificate of Sufficiency of the petition for the proposed Initiative Measure amending the City of San Rafael's Municipal Code to provide funding for construction of a new main library and community center at Albert Park
 - II. Resolution Ordering the Submission to the Qualified Electors of the City of San Rafael a Citizen-Sponsored Initiative Measure to Amend the Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park in Downtown San Rafael, at the Consolidated General Election on Tuesday November 5, 2024; Establishing the Schedule for Submission of Ballot Arguments; and Authorizing and Requesting the County of Marin Conduct the Election (CC)
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 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 20, 2024

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

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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

Present: Councilmember Bushey
Vice Mayor Hill
Councilmember Kertz
Councilmember Llorens Gulati
Mayor Kate
Absent: None
Also Present: City Manager Cristine Alilovich
Assistant City Attorney Genevieve Coyle
City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 6:09 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

Assistant City Attorney Genevieve Coyle announced that no reportable action was taken in closed session.

Mayor Kate provided opening remarks which included gratitude to City staff, National Public Works Week, Moms Demand Action: Wear Orange Golden Gate Bridge Walk 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.

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:

- Police Advisory and Accountability Committee meeting to be held Wednesday, May 22 at City Hall at 6 p.m.
- San Rafael Pacifics home opener to be held Thursday, May 23 at Albert Park at 6 p.m. Mayor Kate to throw out the first pitch.
- Pride flag raising ceremony to be held Monday, June 3rd on the steps at City Hall at 5:45 p.m. (before the City Council meeting)
- Downtown Farmers Market to be held Thursday evenings from 5:30 to 8:30 p.m. (through August 29).

City Councilmember Reports:

- Vice Mayor Hill reported on the May Madness event, the C Street Celebration (sponsored by Youth in Arts) and the State of the City event.
- Councilmember Kertz reported on the State of the City event, the Homeless Policy Steering Committee, finalized the recommendations for the Community Development Block Grants (CDBG) and attended Laurel Dell's fifth grade class presentation on sea level rise.
- Councilmember Bushey reported on the San Rafael Sanitation District (SRSD), the Central Marin Sanitation Agency (CMSA), the Station 55 Open House, a meeting with a district developer about business opportunities, completed housing around Andy's Local Market and Walk for Moms (hosted by Postpartum Support Center).

- Councilmember Llorens Gulati reported on the State of the City event and a sea level rise subcommittee meeting.
- Mayor Kate reported on SMART, the State of the City event, the Farmers Market Ribbon-Cutting, the North Bay Leadership Luncheon, and the Marin Gun Safety Collaborative

Mayor Kate invited public comment.

Speakers: Eva Chrysanthe, Shinji S.

CONSENT CALENDAR:

Mayor Kate invited public comment on the Consent Calendar items.

Speaker: Name withheld

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

Approved 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)

Authorized 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 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 (CED)

Resolution 15286 - 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

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)

Resolution 15287 - 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

- 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)
Authorized 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)
Accepted completion of the Southern Heights/Courtright/Pearce Retaining Walls Project and authorized the City Clerk to file the Notice of Completion

- g. **Proclamation Supporting Public Works Week 2024**
Proclamation Supporting Public Works Week 2024 (PW)
Received and filed

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

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)

Sustainability Program Manager Cory Bytof and Chief Building Official Don Jeppson presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Name withheld, Name Withheld, Name Withheld, Al Vetere

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Llorens Gulati seconded to waive further reading of the Ordinance and refer to it by title only, and introduce the Ordinance.

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

The City Clerk read the title of the Ordinance:

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

Waived further reading of the Ordinance and referred to it by title only, and introduced 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)

City Manager Cristine Alilovich presented the Staff Report along with Product Manager of Data and Insights Vedika Ahuja, Public Works Director April Miller and Assistant Public Works Director Joanne Kwok.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Bob Mittelstaedt, Ross Bishop, Carsten Andersen, Coalition of Sensible Taxpayers (COST)

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Llorens Gulati seconded to receive the FY 2023-2025 Goals and Objectives Annual Update and Introduction of Infrastructure and Transportation Workplan.

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

Received 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)

Assistant City Manager Angela Robinson Piñon presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment; however, there were none.

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Kertz moved and Vice Mayor Hill seconded to adopt the 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).

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

Resolution 15288 - 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)

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)

Assistant City Manager Angela Robinson Piñon presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment; however, there was none.

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Llorens Gulati seconded to adopt the 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)

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

Resolution 15289 - 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)

OPEN TIME FOR PUBLIC EXPRESSION

- Name Withheld addressed the city council regarding throttle motor bikes.
- Salamah Locks addressed the city council regarding Marin Commission on Aging's Annual Health Forum to be held Thursday, May 30 at the Embassy Suites, 9 a.m. – 2 p.m.
- The following speakers addressed the city council regarding SEIU labor negotiations:
 - Marty Lewis, James Dunn, Alma Hernandez, Omar Garcia, Pam Klein, Jocelyn Hallroan, Riley Hallroan
- Jana Blunt addressed the city council regarding Open Time for Public Expression and SEIU labor negotiations.
- Diane Dillon, Executive Director of Western Council of Engineers addressed the city council regarding Western Council of Engineers labor negotiations.
- Shinji S. addressed the city council regarding long work commutes to make more money, employee retention and recruitment.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Kate adjourned the meeting at 9:29 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2024

KATE COLIN, Mayor

ORDINANCE NO. 2036

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**

Building Vintage	Pre-1978	1978-1991	1992-2010
Target Score	12	8	4

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

ID	Measure	Building Vintage		
		Pre-1978	1978-1991	1992-2010
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
Energy Measures	
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.
Fuel Substitution Measures	
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.
Solar PV and Electric-Readiness Measures	
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.

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 <i>150.0.</i>	Climatic, geological and topographical condition <i>la, lb, Ilc, IIIa,</i>
CalGreen Section Numbers <i>4.106.4.1.</i>	<i>la, lb, Ilc, IIIa,</i>
<i>4.106.4.2.2 1(b)</i>	<i>la, lb, Ilc, IIIa,</i>
<i>4.106.4.2.2. 2(b)</i>	<i>la, lb, Ilc, IIIa,</i>
Title 12 Municipal Code <i>12.360</i>	<i>la, lb, Ilc, IIIa,</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 3rd day of June 2024 by the following vote, to wit:

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

Kate Colin, Mayor

Attest:

LINDSAY LARA, City Clerk

SUMMARY OF ORDINANCE NO. 2036

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.

This Summary concerns a proposed ordinance of the City of San Rafael, designated as Ordinance No. 2036, which will amend Chapter 12 of the San Rafael Municipal Code. Ordinance No. 2036 is scheduled for adoption by the San Rafael City Council at its regular meeting of June 3, 2024. The City Clerk has been directed to publish this Summary pursuant to City Charter and California Government Code section 36933(c)(1).

SUMMARY OF AMENDMENT TO MUNICIPAL CODE

Ordinance No. 2036 will amend four Chapters of Title 12: Chapter 12.220, Chapter 12.235, Chapter 12.245, and Chapter 12.250. In addition, the Ordinance adds a new Chapter 12.360 - Single Family Model Reach Code - FlexPath. The amendments to Chapter 12.220 will repeal Ordinance No. 2022 which prohibited gas in new construction of certain residential and non-residential buildings and prohibited gas line extensions in existing single family residences. The amendments to Chapter 12.220 additionally include requirements for Covered Single Family Projects to comply with new Section 12.360. Amendments to Chapter 12.235 include minor changes to electric vehicle charger installations in the California Green Building Standards Code to match City regulations adopted previously. Amendments to Chapter 12.245 and 12.250 make no amendments to the California Mechanical and Plumbing Codes so that they can be incorporated into the City's local code. Chapter 12.360 is added to establish regulations for Covered Single Family Projects such as single family houses, duplexes, and townhomes built before 2011 that are undergoing renovations exceeding 500 square feet. Projects covered will be required to install a set of energy efficiency measures that meet or exceed a total measure point score based on a table of cost-effective measures listed in a new Table included in the amendment. Other existing rules will stay in effect.

Copies of Ordinance No. 2036 are available for public review on the City's website: <https://www.cityofsanrafael.org>. You may also contact the City Clerk at (415) 485-3066 for information.

LINDSAY LARA
San Rafael City Clerk
Dated: 05/28/24



SAN RAFAEL

THE CITY WITH A MISSION

Agenda Item No: 4.c

Meeting Date: June 3, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk's Office

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: 

TOPIC: STATEMENT OF ECONOMIC INTERESTS ANNUAL FILINGS

SUBJECT: ACCEPT REPORT ON FAIR POLITICAL PRACTICES COMMISSION FORM 700, STATEMENT OF ECONOMIC INTERESTS, 2023 ANNUAL FILINGS, FOR SECTION 87200 FILERS AND DESIGNATED EMPLOYEES, INCLUDING CONSULTANTS, DESIGN REVIEW BOARD AND PARK AND RECREATION COMMISSION

RECOMMENDATION: Accept the report.

BACKGROUND:

On September 6, 2022, the City Council, by [Resolution 15117](#), updated and adopted a Conflict of Interest Code for Designated Employees as required by the Fair Political Practices Commission (FPPC).

The annual filings of Form 700 for designated employees, including the Design Review Board, Park and Recreation Commission, and the City's consultants, were due on April 2, 2024. These were, for the most part, filed in a timely manner, substantially complying with filing requirements, and were verified for completeness. These documents are available for review in the City Clerk's office and [online](#). Filers who did not file their Form 700 by the deadline have received their first of two non-filer notifications and are subject to late fines.

The majority of Forms 700 Statement of Economic Interests filed by Section 87200 filers, such as the Mayor and City Council, City Manager, City Treasurer/Finance Director and City Attorney were filed by the deadline of Monday, April 2, 2024. The Planning Commission had two late filers, who have since filed their Form 700.

ATTACHMENTS:

1. Conflict of Interest Code
 - a. Exhibit A – Designated Employee List
 - b. Exhibit B – Disclosure Categories

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action.

Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

APPENDIX A
Designated Employees

Position	Disclosure Category
All Departments	
Associate Management Analyst.....	1, 2
Management Analyst.....	1, 2
Senior Management Analyst.....	1, 2
Administrative Analyst.....	1, 2
Professional Analyst (Fixed Term)	1, 2
Business Systems Analyst (Fixed Term)	1, 2
Data Analyst	1, 2
Network Analyst	1, 2

Administrative Services	
Accounting Manager.....	1, 2
Revenue Supervisor.....	1, 2
Principal Accountant.....	1, 2
Senior Accountant.....	1, 2
Payroll Technician.....	3a, 3c, 3g
Director of Employee Experience and Culture.....	1, 2
Human Resources Operations Manager.....	1, 2

City Attorney	
Assistant City Attorney.....	1, 2
Deputy City Attorney II.....	1, 2

City Clerk	
City Clerk.....	1, 2
Deputy City Clerk.....	1, 2

City Manager	
Assistant City Manager.....	1, 2
Director of Economic Development and Innovation.....	1, 2

Economic Development Program Coordinator.....	1, 2
Sustainability and Volunteer Program Coordinator.....	1, 2
Parking Services Manager	1, 2
Parking Operations Supervisor	2, 3a, 3d, 3g

Community Development	
Community Development Director.....	1, 2
Planning Manager.....	1, 2
Senior Planner.....	1, 2
Associate Planner.....	1, 2
Assistant Planner.....	1, 2
Senior / Code Enforcement Supervisor.....	1, 2
Code Enforcement Official III.....	1, 2
Code Enforcement Official II.....	1, 2
Code Enforcement Official I.....	1, 2
Chief Building Official.....	1, 2
Permit Services Coordinator.....	1, 2
Permit Technician	1, 2
Permit Services Supervisor	1, 2
Housing Program Manager	1, 2
Senior Building Inspector.....	1, 2
Building Inspector II.....	1, 2
Building Inspector I.....	1, 2

Digital Service and Open Government	
Director of Digital Service and Open Government.....	1, 2
Data & Infrastructure Manager.....	1, 2
Civic Design Manager.....	1, 2
Product Manager	1, 2

Fire Department	
Fire Chief.....	1, 2

Deputy Fire Chief.....	1, 2
Battalion Chief – Operations.....	1, 2
Battalion Chief – Administration.....	1, 2
Administrative Fire Captain.....	2, 3d, 3e, 3g
Deputy Fire Marshal.....	1, 2
Deputy Director of Emergency Management	1, 2
Fire Prevention Specialist.....	2, 3d, 3e, 3g
Fire Prevention Inspector II.....	2, 3d, 3e, 3g
Fire Prevention Inspector I.....	2, 3d, 3e, 3g
Environmental Management Coordinator.....	2, 3d, 3e, 3g
Emergency Management Coordinator.....	2, 3d, 3e, 3g
Open Space/Hazard Coordinator	1, 2
Wildfire Mitigation Specialist	2, 3d, 3e, 3g
Wildfire Mitigation Project Coordinator	1, 2
Vegetation Management Specialist.....	2, 3d, 3e, 3g

Library and Recreation	
Library and Recreation Director.....	1, 2
Assistant Library and Recreation Director.....	1, 2
Senior Recreation Supervisor.....	3a, 3b, 3f, 3g
Recreation Supervisor	3a, 3b, 3f, 3g
Supervising Librarian.....	3a, 3b, 3f, 3g

Police Department	
Chief of Police.....	1, 2
Police Captain	1, 2
Police Lieutenant.....	1, 2

Department of Public Works	
Public Works Director.....	1, 2

Assistant Public Works Director / City Engineer.....	1, 2
Deputy Public Works Director.....	1, 2
Senior Civil Engineer.....	1, 2
Associate Civil Engineer.....	1, 2
Assistant Civil Engineer.....	1, 2
Jr. Engineer.....	3e, 3g
Engineering Technician I.....	3e, 3g
Engineering Technician II.....	3e, 3g
Traffic Engineer.....	1, 2
Traffic Engineering Technician I.....	3e, 3g
Traffic Engineering Technician II.....	3e, 3g
Streets Maintenance Supervisor.....	1, 2
Parks Maintenance Supervisor.....	1, 2
Operations and Maintenance Manager.....	1, 2
Facility Repair Supervisor.....	3d, 3e, 3f
Shop & Equipment Supervisor.....	3d, 3e, 3f
Senior Project Manager.....	1, 2

Sanitation District	
District Manager / District Engineer.....	1, 2
Sr. Civil Engineer.....	1, 2
Associate Civil Engineer.....	1, 2
Jr. Engineer.....	1, 2
Sewers Maintenance Supervisor.....	3d, 3e, 3f
Sewer Maintenance Superintendent.....	3d, 3e, 3f

Boards & Commissions	
Design Review Board.....	1, 2
Park & Recreation Commission.....	1, 2

Consultants	
Consultants **.....	1, 2

*** With respect to Consultants, the relevant department director may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described in these categories. Such determination shall include a*

description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department director shall forward a copy of this determination to the City Clerk. Nothing herein excuses any such consultant from any other provision of this Conflict of Interest Code.

APPENDIX B

Disclosure Categories

Category 1: All investments and sources of income.

Category 2: All interests in real property in the jurisdiction of San Rafael or within 2 miles of the jurisdiction of San Rafael.

Category 3: Investments in business entities and sources of income of the type which have or foreseeably could contract with the City to provide services, supplies, materials, machinery, or equipment; or which could be enhanced when a designated employee makes or participates in making a decision.

- a. Personnel agencies or personnel consultants;
- b. Municode and Marin County newspapers;
- c. Financial institutions;
- d. Department record forms, communications equipment, safety equipment, firefighting or fire detection equipment, automotive or rolling stock sales, automotive parts or equipment, general departmental supplies or equipment;
- e. Building supplies or building, contractor, or construction firms;
- f. Travel agencies, recreation and athletic supplies, building maintenance and cleaning supplies;
- g. Book, software, and audio-visual publishers and distributors; computer equipment manufacturers and distributors.

NOTE: PENALTY FOR LATE FILING:

As required under the Political Reform Act of 1974, as amended, section 91013, if any person files an original statement after any deadline, he shall be liable in the amount of \$10.00 per day after the deadline until the statement is filed, up to a maximum of \$100.00, whichever is greater.



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.d

Meeting Date: June 3, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: 

TOPIC: 2024 GENERAL MUNICIPAL ELECTION

SUBJECT: RESOLUTION CALLING AND GIVING NOTICE OF AT-LARGE ELECTIONS, BY-DISTRICT ELECTIONS FOR DISTRICTS 1/SOUTHERN AND 4/NORTHERN, AND SAN RAFAEL BOARD OF EDUCATION TRUSTEE AREA ELECTIONS FOR AREAS 1, 3 AND 5, TO BE HELD ON NOVEMBER 5, 2024, REQUESTING THE MARIN COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING ELECTION SERVICES

RECOMMENDATION:

Adopt the resolution.

BACKGROUND:

For the City of San Rafael, the terms of Mayor Kate Colin, Councilmember Maika Llorens Gulati, Councilmember Rachel Kertz, Part-Time City Attorney Robert Epstein, and City Clerk /Assessor Lindsay Lara will be expiring in November 2024. Candidates for the City Council seats in Districts 1/Southern and 4/Northern must each reside in the districts they are running for.

For the San Rafael City Schools Board of Trustees, the terms of Mark Koerner, Maureen de Nieva-Marsh and Marina Palma will be expiring in November 2024.

In preparation for the election, the City Council must adopt a resolution to call the general municipal election to be held on November 5, 2024; request consolidation with Marin County Elections; and request election services from the Marin County Elections Department. In order to consolidate the election, the Marin County Board of Supervisors and the Department of Elections must receive notice by July 3, 2024.

ANALYSIS:

California Government Code Section 36503 and California Elections Code Section 1000(c) authorize a regular municipal election to be conducted on November 5, 2024. Sections 10002, 10403 and 10418 of the California Elections Code authorize the City Council to request the County of Marin Board of Supervisors to permit the County Elections Official to render specified services relating to the conduct of the election on a reimbursable basis. The County of Marin has the resources to conduct an election for

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

all special districts and local municipalities in the most cost-effective manner and has routinely provided the City of San Rafael with this service in the past.

Adopting this resolution would call for a general municipal election to be held within the City of San Rafael on Tuesday, November 5, 2024, for the purpose of presenting the following election issues to the voters:

1. Election of one (1) Mayor for the full term of four years;
2. Election of one (1) District 1/Southern City Councilmember for the full term of four years;
3. Election of one (1) District 4/Northern City Councilmember for the full term of four years;
4. Election of one (1) City Attorney (part-time) for the full term of four years;
5. Election of one (1) City Clerk and Assessor for the full term of four years;
6. Election of one (1) Area 1 Board of Education Trustee for the full term of four years;
7. Election of one (1) Area 3 Board of Education Trustee for the full term of four years;
8. Election of one (1) Area 5 Board of Education Trustee for the full term of four years.

The nomination period for the November 5, 2024 General Municipal Election opens on July 15, 2024 and will close on August 9, 2024. If an incumbent does not file by the August 9, 2024 deadline, the nomination period will be extended to Wednesday, August 14, 2024.

It should be noted that if there is only one candidate for each vacant seat and there are no ballot measures, the Council may determine that no election is necessary and may, at that time, vote to cancel the election and appoint the candidates to Office. However, the City Council will be considering the placement of a Citizens Ballot Initiative for the November 5, 2024 general municipal election. If the City Council approves placement of the initiative on the ballot, the election could not be cancelled if there is only one candidate for each vacant seat.

FISCAL IMPACT:

According to the Registrar of Voters Office, the City's cost will range from \$1.75 to \$3.00 per voter, and there are a total of 32,384 voters, resulting in costs totaling between \$56,672 and \$97,152. This amount will be appropriated in the Fiscal Year 2024-25 budget.

San Rafael City Schools shall cover their portion of the cost related to the November 5, 2024 General Municipal Election.

RECOMMENDED ACTION:

Adopt the resolution.

ATTACHMENTS:

1. Resolution
2. City Council District Map
3. Board of Education Trustee Area Map

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL CALLING AND GIVING NOTICE OF AT-LARGE ELECTIONS, BY-DISTRICT ELECTIONS FOR DISTRICTS 1/SOUTHERN AND 4/NORTHERN, AND SAN RAFAEL BOARD OF EDUCATION TRUSTEE AREA ELECTIONS FOR AREAS 1, 3 AND 5, TO BE HELD ON NOVEMBER 5, 2024, REQUESTING THE MARIN COUNTY BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING ELECTION SERVICES

WHEREAS, two out of the four San Rafael Districts (Districts 1/Southern and 4/Northern), one at-large Mayor, one at-large City Attorney and one at-large City Clerk will have elections in November 2024; and

WHEREAS, three out of the five Board of Education Trustees Areas (Areas 1, 3 and 5) will have elections in November 2024; and

WHEREAS, it is the determination of the City Council to continue requesting the Board of Supervisors to provide election services for the upcoming two district-based City elections, three Trustee Area elections, and three at-large elections; and

WHEREAS, the general municipal election is to be held within the City of San Rafael on Tuesday, November 5, 2024 for the purpose of presenting the following election issues to the voters:

Election of one (1) Mayor for the full term of four years;
Election of one (1) District 1/Southern City Councilmember for the full term of four years;
Election of one (1) District 4/Northern City Councilmember for the full term of four years;
Election of one (1) City Attorney (part-time) for the full term of four years;
Election of one (1) City Clerk and Assessor for the full term of four years;
Election of one (1) Area 1 Board of Education Trustee for the full term of four years;
Election of one (1) Area 3 Board of Education Trustee for the full term of four years;
Election of one (1) Area 5 Board of Education Trustee for the full term of four years.

WHEREAS, the City Council of the City of San Rafael may request the Board of Supervisors of the County of Marin to consolidate the General Municipal Election with any other election conducted on the same date; and

WHEREAS, the City Council of the City of San Rafael may request election services by the Registrar of Voters of Marin County, California; and

WHEREAS, the estimated cost of the City's election will range between \$56,672 and \$97,152 which has been appropriated in the budget, and San Rafael City Schools shall cover their portion of the cost related to the November 5, 2024 General Municipal Election; and

WHEREAS, the City Council reaffirms that should a candidate wish to avail themselves of the right to prepare a candidate's statement of qualifications, there shall be a cost of printing 200 words and handling same, which will be provided by the Marin County Registrar of Voters and will be borne by the candidate and not by the City of San Rafael or San Rafael City

Schools;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Rafael that pursuant to the requirements of the laws of the State of California there is called and ordered held in the City of San Rafael, County of Marin, State of California, on Tuesday, November 5, 2024, a General Municipal Election of the qualified electors of San Rafael.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Marin, is hereby requested to:

1. Consolidate this election with any other election conducted on the same day; and
2. Authorize and direct the Registrar of Voters to provide the following election services and to canvass the results of said election:

- Provide Voter Indexes
- Provide Voter Count by Precinct
- Provide Verification of Signatures
- Provide Drayage and Rental of Polling Places
- Provide Printing of Sample and Official Ballots
- Provide Printing of Candidates' Statements of Qualifications
- Appoint and Notify Election Officers
- Mail Sample Ballots and Polling Place Notification
- Provide Precinct Supplies
- Provide Training of Precinct Workers
- Provide Processing of Vote by Mail Ballots
- Provide Central Counting
- Provide Canvass of Votes Cast
- Provide such other services as are necessary to conduct the Municipal Election.

BE IT FURTHER RESOLVED that the ballots to be used at the election shall be in both form and matter as required by law.

BE IT FURTHER RESOLVED that the polls for the election shall be opened at seven o'clock a.m. on the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

BE IT FURTHER RESOLVED that the City Council of the City of San Rafael does hereby reaffirm that the number of words of the candidate's statement of qualifications for all San Rafael Municipal Elections shall be 200 words, and the cost of printing of the candidate's statement of qualifications, determined by the Marin County Registrar of Voters shall be borne by the candidate and not by the City of San Rafael, and that the cost shall be paid by the candidate at the time Nomination Papers are filed.

BE IT FURTHER RESOLVED that no additional materials shall be prepared to be sent on behalf of the candidate with the City of San Rafael Ballot/Voters Pamphlet.

BE IT FURTHER RESOLVED that in all particulars not recited in this resolution the election shall be held and conducted as provided by law for holding municipal elections in said City.

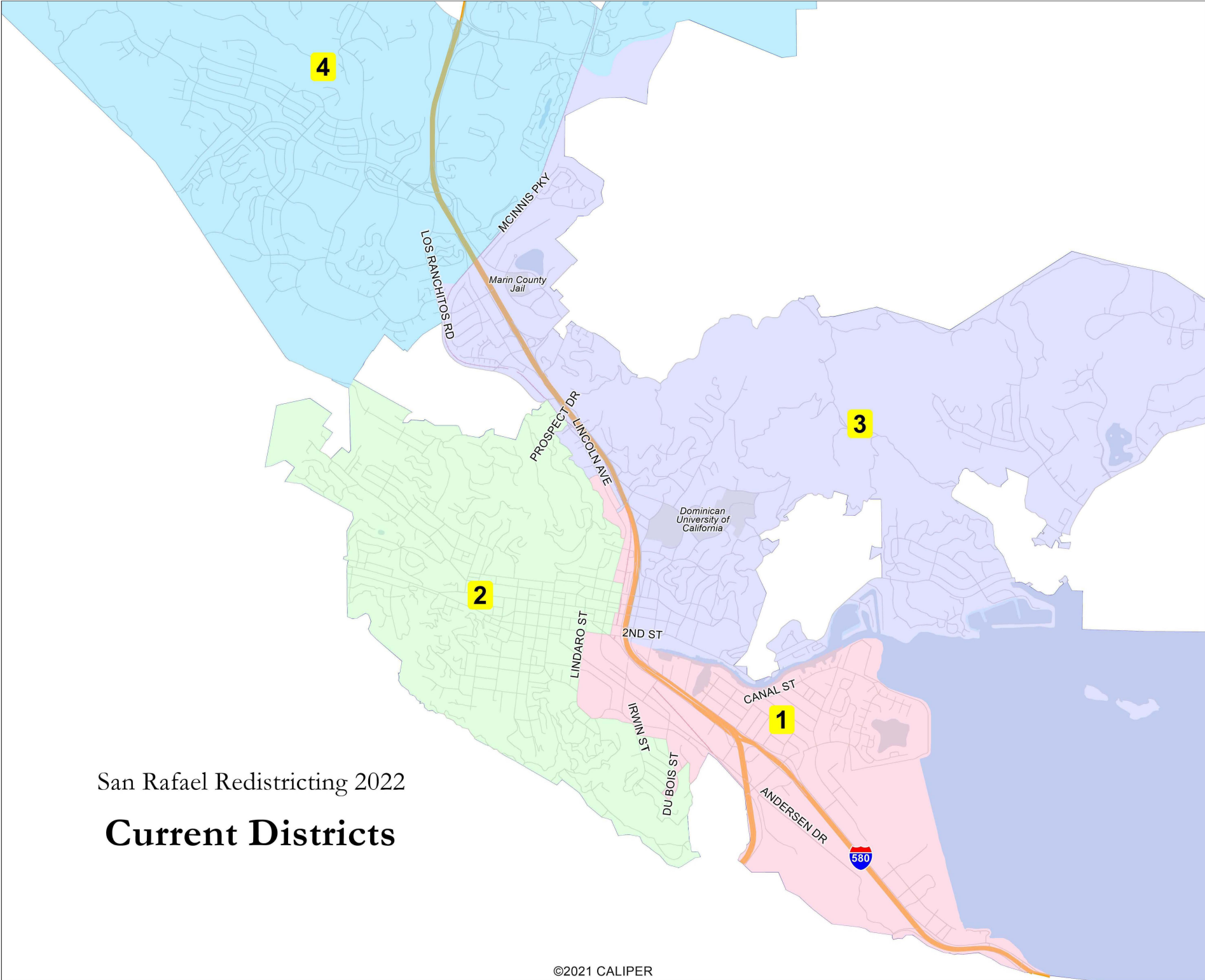
BE IT FURTHER RESOLVED that notice of the time and place of holding the election is hereby given and the City Clerk is hereby authorized, instructed and directed to give such further or additional notice of said election in time, form, and manner as required by law.

BE IT FURTHER RESOLVED that the City Clerk is directed to submit a certified copy of this Resolution to the Board of Supervisors of the County of Marin.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the forgoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 3rd day of June 2024, by the following vote, to wit:

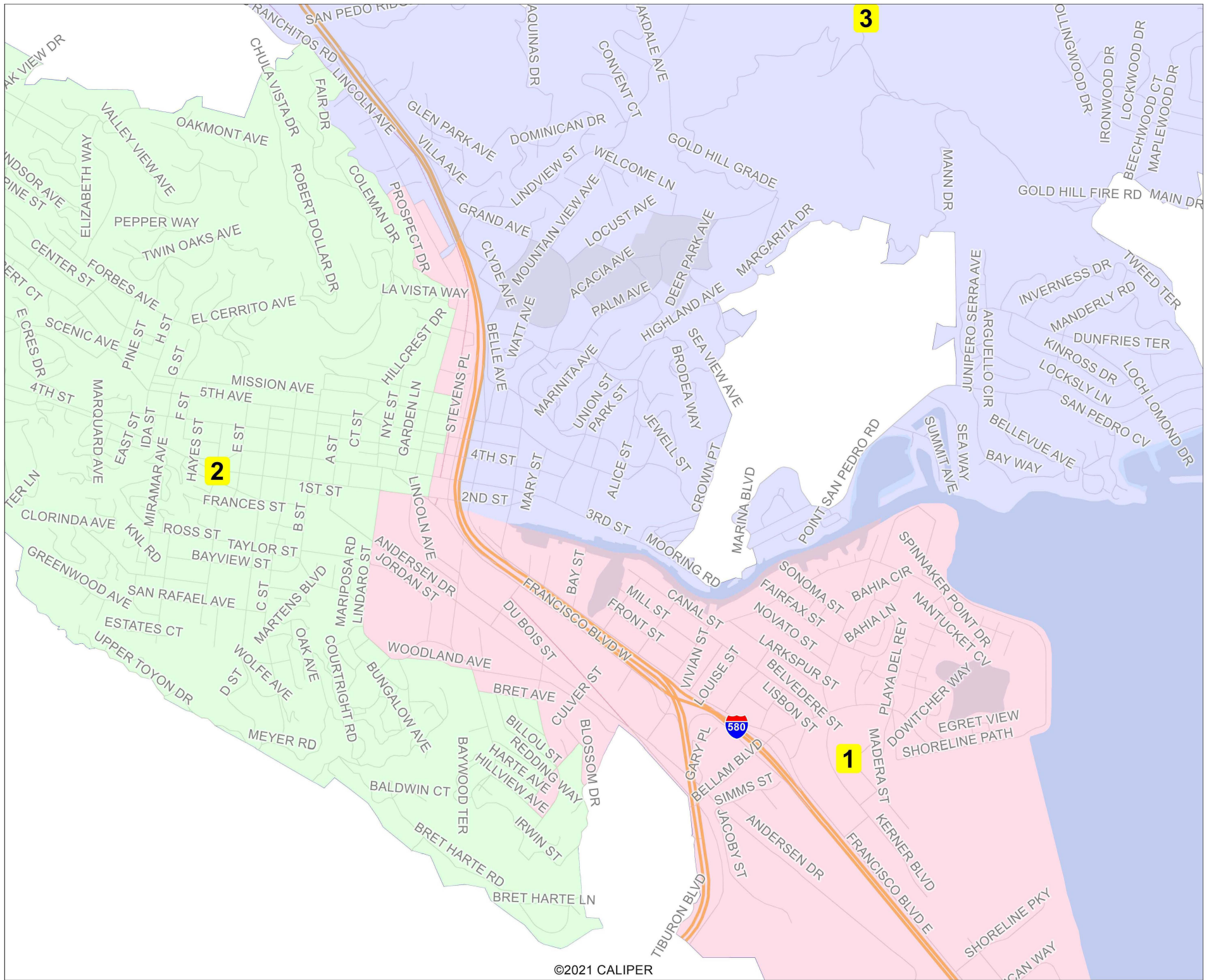
AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

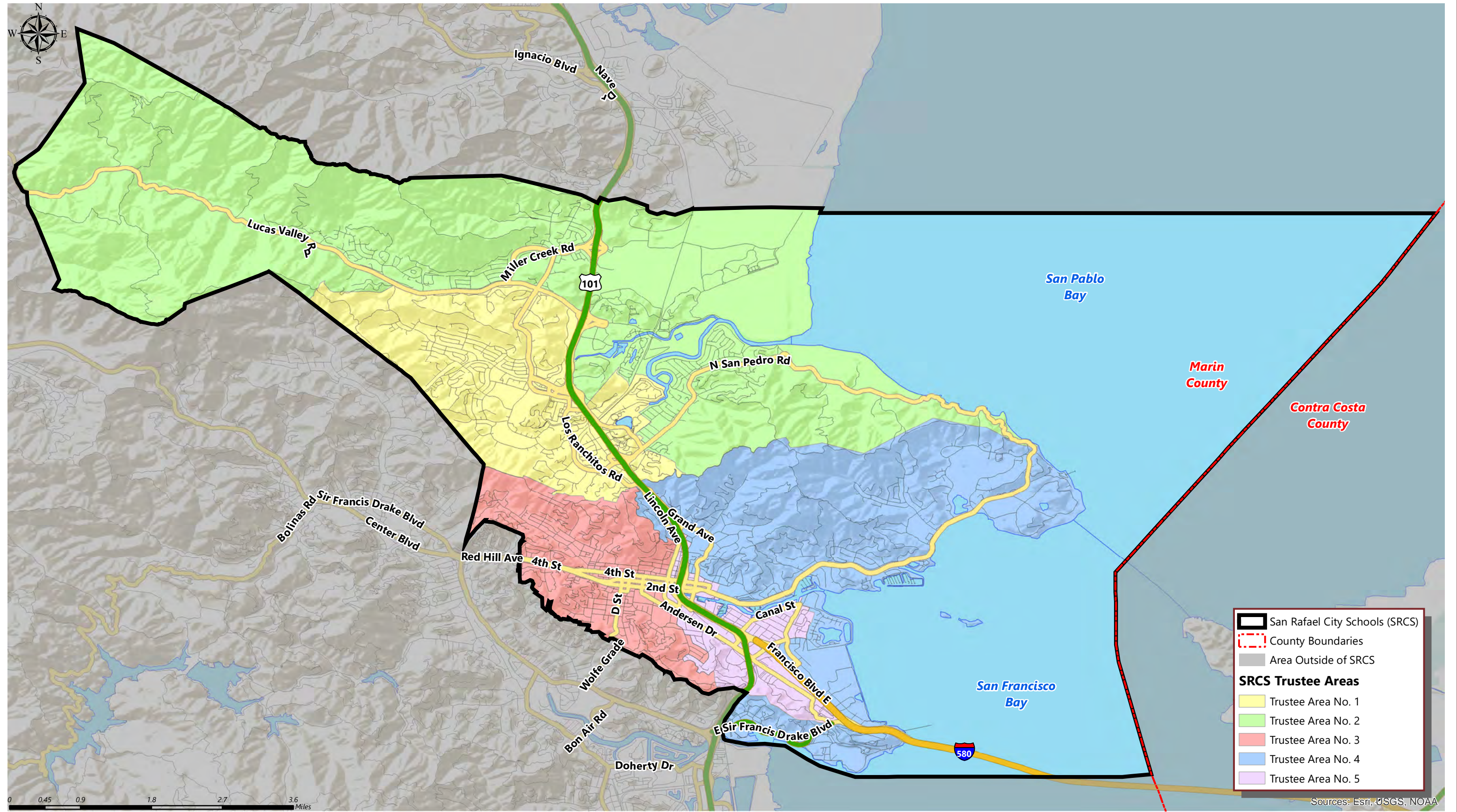


San Rafael Redistricting 2022

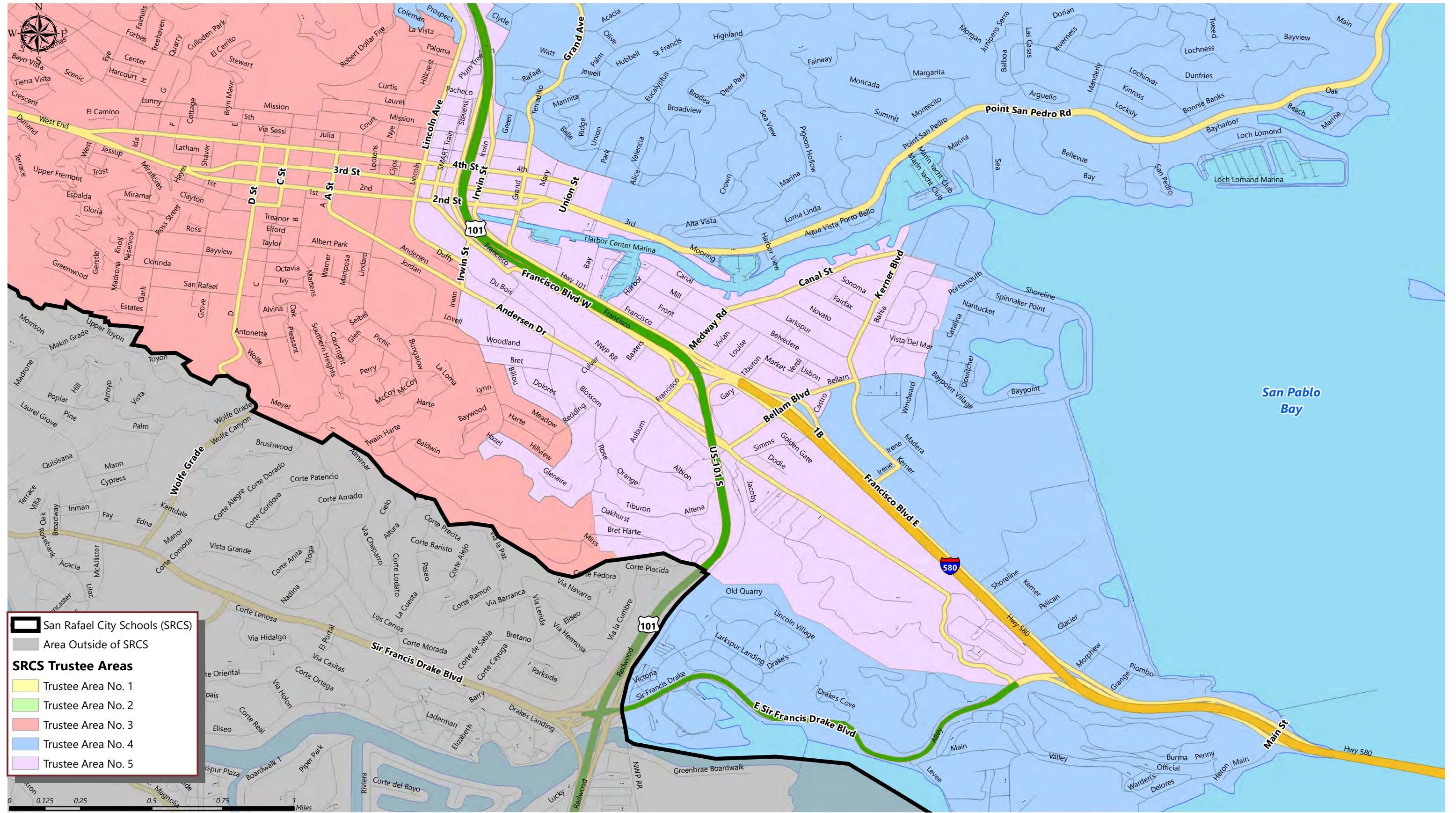
Current Districts



Current Districts						
District		1	2	3	4	Total
	Total Pop	14,853	15,732	14,720	16,028	61,333
	Deviation from ideal	-480	399	-613	695	1,308
	% Deviation	-3.13%	2.60%	-4.00%	4.53%	8.53%
Total Pop	% Hisp	79.8%	21%	21%	18%	34%
	% NH White	12%	65%	64%	64%	52%
	% NH Black	1%	2%	2%	2%	2%
	% Asian-American	5%	7%	9%	12%	8%
Citizen Voting Age Pop	Total	4,296	10,843	10,421	10,843	36,403
	% Hisp	42%	7%	10%	9%	12%
	% NH White	41%	84%	76%	80%	75%
	% NH Black	3%	3%	3%	1%	3%
	% Asian/Pac.Isl.	13%	5%	9%	8%	8%
Voter Registration (Nov 2020)	Total	3,340	10,501	9,653	10,440	33,934
	% Latino est.	33%	7%	7%	7%	10%
	% Spanish-Surnamed	30%	7%	7%	6%	9%
	% Asian-Surnamed	10%	3%	4%	4%	4%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	54%	85%	86%	87%	83%
	% NH Black	3%	3%	2%	1%	2%
Voter Turnout (Nov 2020)	Total	2,637	9,288	8,610	9,231	29,766
	% Latino est.	30%	7%	6%	6%	9%
	% Spanish-Surnamed	28%	6%	6%	6%	8%
	% Asian-Surnamed	10%	3%	4%	4%	4%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	56%	86%	87%	87%	84%
	% NH Black	3%	3%	2%	1%	2%
Voter Turnout (Nov 2018)	Total	1,858	7,801	7,233	7,691	24,583
	% Latino est.	22%	5%	6%	5%	7%
	% Spanish-Surnamed	21%	5%	5%	5%	6%
	% Asian-Surnamed	8%	3%	3%	4%	4%
	% Filipino-Surnamed	1%	0%	1%	1%	1%
	% NH White est.	64%	88%	88%	89%	86%
	% NH Black est.	3%	2%	2%	1%	2%
ACS Pop. Est.	Total	15,353	14,193	13,721	15,632	58,898
Age	age0-19	37%	17%	20%	23%	25%
	age20-60	54%	57%	44%	47%	50%
	age60plus	9%	25%	36%	31%	25%
Immigration	immigrants	48%	18%	19%	22%	27%
	naturalized	17%	38%	63%	48%	34%
Language spoken at home	english	25%	82%	76%	72%	64%
	spanish	67%	12%	11%	11%	25%
	asian-lang	4%	2%	5%	5%	4%
	other lang	3%	4%	8%	12%	7%
Language Fluency	Speaks Eng. "Less than Very Well"	48%	7%	9%	12%	19%
Education (among those age 25+)	hs-grad	32%	29%	28%	25%	28%
	bachelor	12%	37%	34%	34%	31%
	graduatedegree	8%	22%	24%	29%	22%
Child in Household	child-under18	51%	22%	23%	27%	29%
Pct of Pop. Age 16+	employed	73%	71%	57%	62%	66%
Household Income	income 0-25k	20%	12%	14%	11%	13%
	income 25-50k	24%	17%	14%	11%	16%
	income 50-75k	21%	12%	8%	15%	13%
	income 75-200k	25%	38%	36%	40%	36%
	income 200k-plus	10%	22%	28%	23%	22%
Housing Stats	single family	30%	53%	74%	60%	56%
	multi-family	70%	47%	26%	40%	44%
	rented	77%	58%	36%	37%	50%
	owned	23%	42%	64%	63%	50%
Total population data from the 2020 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.						



0 0.45 0.9 1.8 2.7 3.6 Miles
February 2022



San Rafael City Schools (SRCS)

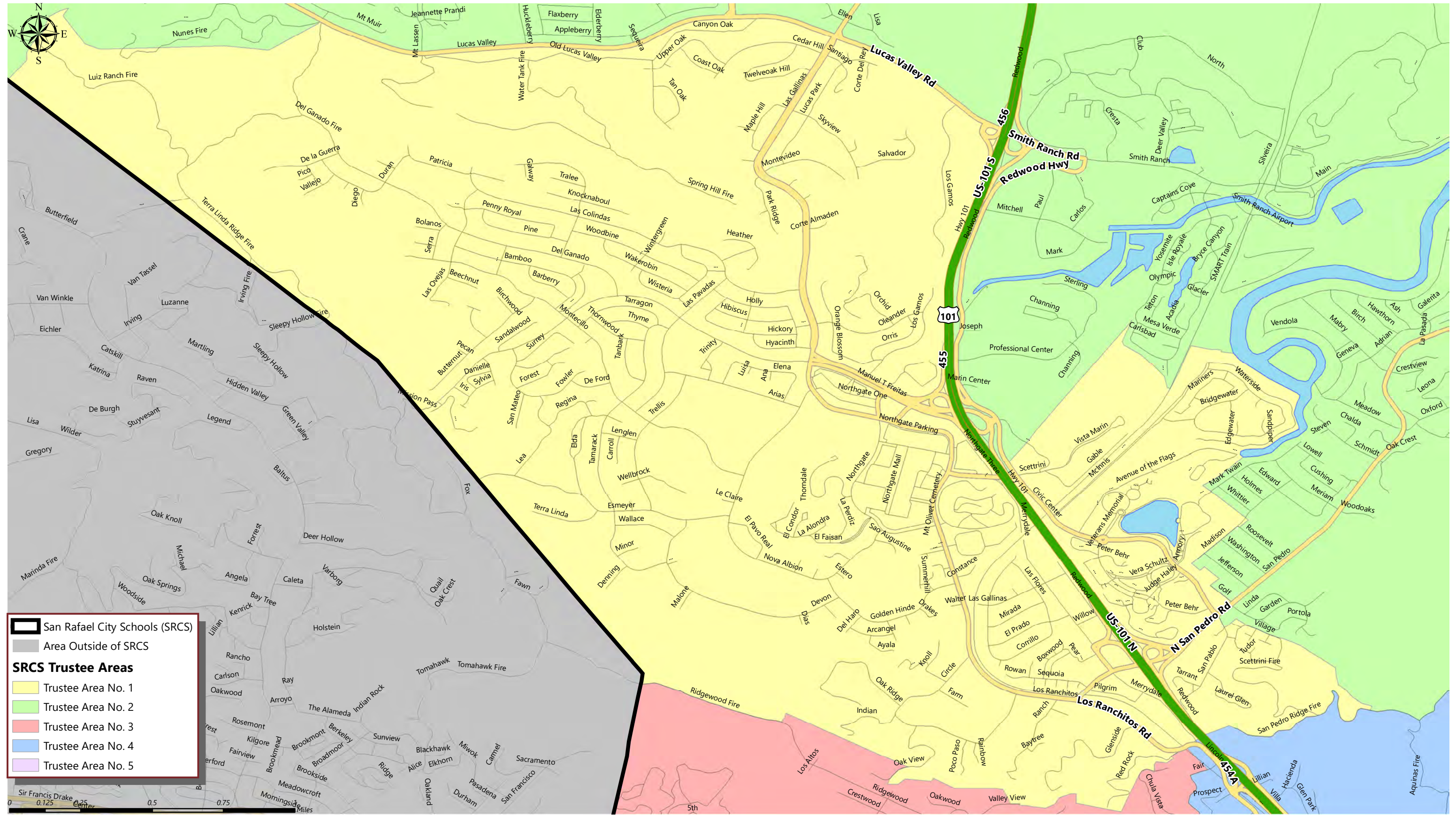
Area Outside of SRCS

SRCS Trustee Areas

- Trustee Area No. 1
- Trustee Area No. 2
- Trustee Area No. 3
- Trustee Area No. 4
- Trustee Area No. 5

0 0.125 0.25 0.5 0.75 Miles

February 2022



San Rafael City Schools (SRCS)

- Area Outside of SRCS

SRCS Trustee Areas

- Trustee Area No. 1
- Trustee Area No. 2
- Trustee Area No. 3
- Trustee Area No. 4
- Trustee Area No. 5

Sir Francis Drake
0 0.125 0.25 0.5 0.75 Miles
February 2022

City of San Rafael
Proclamation in Recognition of
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER,
INTERSEX, ASEXUAL, PLUS (LGBTQIA+) PRIDE MONTH
JUNE 1 – 30, 2024

WHEREAS, The LGBTQIA+ community encompasses a diverse range of identities and experiences including but not limited to lesbian, gay, bisexual, transgender, queer, intersex, and asexual individuals, who have historically faced and continue to face discrimination, stigma, and violence in various aspects of life; and

WHEREAS, The month of June is recognized globally as LGBTQIA+ Pride Month, in honor of the Stonewall Riots of June 1969 in New York City, a pivotal event in the LGBTQIA+ rights movement that galvanized individuals and communities to advocate for equality, justice, and human rights; and

WHEREAS, LGBTQIA+ Pride Month serves as an important opportunity to celebrate the progress made towards equality and inclusivity, to honor the contributions and achievements of LGBTQIA+ individuals in all fields of endeavor, and to acknowledge the ongoing struggles and challenges that the community continues to face; and

WHEREAS, LGBTQIA+ individuals, both young and old, continue to face hate, discrimination, and persistent efforts to undermine their voices and human rights in the United States and worldwide, and face high rates of depression and suicide, particularly among the transgender community; and

WHEREAS, The City of San Rafael celebrates a diverse LGBTQIA+ community here and throughout the Bay Area, and condemns hate, bigotry, and discrimination,

WHEREAS, The City is committed to supporting visibility, dignity, and equity for all and pushes for progress and inclusivity; and

WHEREAS, The rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQIA+ people in society, the City of San Rafael will observe Pride Month with a Pride flag raising ceremony to honor the legacies of the LGBTQIA+ community and individuals, their perseverance, and the resolute drive to continue working towards a more supportive and inclusive society.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Rafael hereby proclaim June 1 – 30, 2024, as Lesbian, Gay, Bisexual, Transgender, Queer, Intersexual, Asexual, Plus (LGBTQIA+) Pride Month, to inspire equity, create alliances, celebrate diversity, and establish the City as a safe environment, and to unequivocally show this

support, directs staff to fly the Progress Pride Flag at City Hall for the entirety of the month of June.



A handwritten signature in blue ink that reads "Kate".

Kate Colin
Mayor

City of San Rafael
Proclamation in Recognition of
NATIONAL GUN VIOLENCE AWARENESS DAY
JUNE 7, 2024

WHEREAS, The first Friday in June is declared as National Gun Violence Awareness Day to honor and remember all victims and survivors of gun violence and to declare that as a country, state, city, and individually, we all must do more to educate ourselves on and reduce gun violence; and

WHEREAS, Guns are the leading cause of death among American children and teens, with 1 out of 10 gun deaths are of people aged 19 or younger, and gun violence and school shootings are a uniquely American epidemic; and

WHEREAS, Every day, more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun-related homicides every year and Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, Gun violence can be avoided if warning signs are learned, and intervention and support is provided, whether be violence or harm against oneself or others, knowing that support is available and utilizing those systems can help stop the personal and collective trauma of gun violence; and

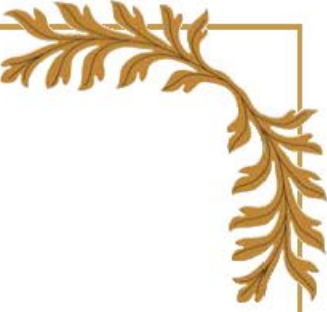
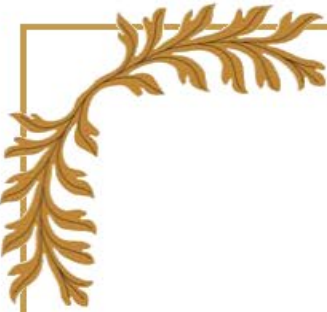
WHEREAS, The City and community renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our families, children, and community safe.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Rafael hereby proclaim June 7, 2024, as National Gun Violence Awareness Day, and call upon our residents, government agencies, public and private institutions, businesses, and schools in San Rafael to commit to increasing awareness on gun violence and encourages all citizens to support our local efforts to honor and value human lives by preventing the misuse of guns and the tragic effects of gun violence..



A handwritten signature in blue ink that reads "Kate".

Kate Colin
Mayor



City of San Rafael
Proclamation in Recognition of
NATIONAL IMMIGRANT HERITAGE MONTH
June 1 – 30, 2024

WHEREAS, Individuals from across the world have migrated to America, driven by a multitude of factors – some seeking opportunities, livelihood, family connections, and new starts; however, it is imperative to recognize that many were also pushed by circumstances such as violence, corruption, climate change, instability, and poverty; and



WHEREAS, The complexities of migration must be considered in context of the devastating impacts colonization on indigenous peoples, and the impact of colonization on the lands that we stand on today, first stewarded by the Coast Miwok people for innumerable generations before settlers came, and who continue to reside in and remain active members of the community; and

WHEREAS, When communities are built through weaving of people and cultures, values become shared, new ideas, innovations, energies, and progress are brought forth, wounds can be acknowledged and worked towards healing, all contributing to and strengthening society, the economy, and building new traditions to pass down through generations; and

WHEREAS, Many immigrants have had pathways to citizenship, others have faced multiple barricades to their start or process of pursuing of citizenship, rights, and freedoms, through the systemic challenges of the immigration process and systems; and

WHEREAS, More than 1 in 4 residents of San Rafael were born in another country. The City of San Rafael supports and encourages the community to welcome and embrace new residents who are or have immigrated here, respect and acknowledge their pathways to this point, and work to better understand each other and the common threads that unite us; and

WHEREAS, It is important to know and celebrate our individual heritage stories and those in the world around us, and to celebrate the accomplishments, impacts, and contributions that immigrants have made to this nation, the Bay Area region, and to San Rafael, and recognize the resilience of those who persevered for their dreams and those who remained strong through the changing dynamics of their homelands.



THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Rafael hereby proclaim June 1 – 30, 2024, as National Immigrant Heritage Month, and encourages all residents to recognize their own heritage, the immigration stories of our families, and the continued need for acceptance and understanding, and that all voices and experiences have a need to be heard, valued, and respected.



A handwritten signature in blue ink that reads "Kate".

Kate Colin
Mayor

City of San Rafael
Proclamation in Recognition of
ALZHEIMER'S AND BRAIN AWARENESS MONTH
June, 2024

WHEREAS, Alzheimer's disease is a progressive neurodegenerative disorder that affects millions of individuals worldwide, including community members in San Rafael, and has a lasting impact on the family, friends, and supporters of those with Alzheimer's; and

WHEREAS, more than 6 million Americans are currently living with Alzheimer's disease, and this number is expected to triple by 2060; and

WHEREAS, Alzheimer's disease is the sixth leading cause of death in the United States, and it is the only disease among the top ten causes of death that cannot be prevented, cured, or slowed; and

WHEREAS, the City of San Rafael recognizes the importance of raising awareness about Alzheimer's disease and other dementias and the need for support and services for individuals and families affected by these conditions; and

WHEREAS, the Alzheimer's Association and other organizations are dedicated to Alzheimer's research and to encouraging all citizens to learn more about the signs and symptoms of Alzheimer's disease, seek early diagnosis, and support ongoing research efforts; and

WHEREAS, the City of San Rafael supports efforts to increase public awareness, provide education, and promote research to improve the quality of life for individuals living with Alzheimer's disease and other dementias, their caregivers, and the friends and family that support and are impacted by their diagnosis;

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of San Rafael hereby proclaim June as Alzheimer's and Brain Awareness Month and encourage initiatives that promote awareness, education, and support for those affected by Alzheimer's disease and other dementias.



A handwritten signature in blue ink, appearing to read "Kate", is written over a horizontal line.

Kate Colin
Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Alex Holm, Lieutenant

City Manager Approval:  _____

TOPIC: FIVE-YEAR AGREEMENT WITH AXON ENTERPRISE, INC. FOR POLICE DEPARTMENT TECHNOLOGY HARDWARE AND SOFTWARE SERVICES

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT WITH AXON ENTERPRISE, INC. IN THE TOTAL AMOUNT NOT TO EXCEED \$1,215,531.82.

RECOMMENDATION: Authorize the City Manager to enter into a five-year agreement with Axon Enterprise, Inc. in the total amount not to exceed \$1,215,531.82.

BACKGROUND:

In 2019, the City Council authorized the City Manager to execute a five-year agreement between the City and Axon Enterprise, Inc. to enhance and provide equipment and services to the San Rafael Police Department (SRPD), focusing on body-worn cameras and associated hardware and software. Notably, before 2019, the SRPD utilized VieVu body-worn cameras until Axon acquired VieVu in 2018. Concurrently, the Police Department had a separate contract with Axon for Taser-conducted energy devices. This new contract is strategically designed to consolidate all services Axon provides into a unified package.

ANALYSIS:

Axon Enterprise, Inc. offers a comprehensive array of technology, hardware, and software services at the core of SRPD operations. This encompasses body-worn cameras, interview room recording technology, Taser-conducted energy devices, digital evidence storage, virtual reality training hardware and software, and hardware accessories such as charging and data transfer docking stations.

The SRPD also leverages Axon's cloud services to facilitate the sharing of digital evidence, including body-worn camera footage, with the Marin County District Attorney's Office (MCDA). Additionally, the SRPD has recently streamlined its operations by utilizing the same service to electronically transmit police reports, reducing the need for daily physical deliveries to the Civic Center.

Axon's products operate on a subscription basis, with ongoing hardware support and periodic product refreshes covered under the contract terms. For instance, the SRPD anticipates receiving updated body-worn cameras with enhanced features and technology at the outset of the contract period.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

Throughout the contract period, the SRPD can take advantage of additional hardware updates should new versions become available and deemed necessary and appropriate.

Under this contract, Axon will provide hardware upgrades to existing technology and introduce new virtual reality (VR) training hardware. The SRPD is set to receive three sets of VR hardware, enabling a variety of training formats, including scheduled in-service sessions and more frequent on-demand training. These VR systems integrate with inert police equipment, such as conductive energy devices (Tasers) and firearms, to provide immersive scenarios tailored to trainees' responses. The training is specifically designed to enhance critical decision-making skills and de-escalation techniques, all within the context of realistic and immersive scenarios. Additional services provided under this contract include the ability to activate Axon Respond+, a method for livestreaming body worn camera video during a critical incident, video redaction software, and third-party video support for viewing and storing proprietary surveillance videos obtained during an investigation.

Incorporating updated product hardware for existing technology ensures that the SRPD remains aligned with industry standards, leveraging cutting-edge technology to deliver optimal service to our community.

FISCAL IMPACT:

The total cost for the five-year agreement is \$1,215,531.82. The first year includes an additional three months of contract service to bring the contract in line with the City's fiscal calendar. The cost is included in the Police Department's FY 24-25 proposed budget request. The cost and purpose of this contract were discussed on April 4, 2024, at the Finance Subcommittee meeting, which included Mayor Kate Colin and Councilmember Eli Hill.

July 2024	277,255.94
July 2025	234,569.01
July 2026	234,569.01
July 2027	234,569.01
July 2028	234,568.85
TOTAL:	\$1,215,531.82

OPTIONS:

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

1. Authorize the City Manager to enter into the agreement as recommended.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.
3. Take no action.

RECOMMENDED ACTION:

Authorize the City Manager to enter into a five-year agreement with Axon Enterprise, Inc. in the total amount not to exceed \$1,215,531.82.

ATTACHMENTS:

1. Axon Enterprise Inc. Quote
2. Axon Enterprise Inc. Contract



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-551493-45401.760KP

Issued: 04/19/2024

Quote Expiration: 06/15/2024

Estimated Contract Start Date: 04/15/2024

Account Number: 193540

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
San Rafael Police Dept. - CA 1375 5th Ave San Rafael, CA 94901-1942 USA	San Rafael Police Dept. - CA Attn: Beth Minka 1375 Fifth Avenue San Rafael CA 94901-1942 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Alex Holm Phone: (415) 485-3031 Email: 517@srpd.org Fax: (415) 485-3044

Quote Summary

Program Length	63 Months
TOTAL COST	\$1,186,165.73
ESTIMATED TOTAL W/ TAX	\$1,215,531.82

Discount Summary

Average Savings Per Year	\$125,462.60
TOTAL SAVINGS	\$658,678.67

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$271,382.69	\$5,873.25	\$277,255.94
Jul 2025	\$228,695.76	\$5,873.25	\$234,569.01
Jul 2026	\$228,695.76	\$5,873.25	\$234,569.01
Jul 2027	\$228,695.76	\$5,873.25	\$234,569.01
Jul 2028	\$228,695.76	\$5,873.09	\$234,568.85
Total	\$1,186,165.73	\$29,366.09	\$1,215,531.82

Quote Unbundled Price:	\$1,844,844.40
Quote List Price:	\$1,453,140.40
Quote Subtotal:	\$1,186,165.73

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$3,388.07)	(\$3,388.07)	\$0.00	(\$3,388.07)
B00022	BUNDLE - UNLIMITED PLUS	2	60	\$291.56	\$238.32	\$212.70	\$25,524.00	\$667.25	\$26,191.25
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	68	60	\$392.34	\$297.90	\$253.11	\$1,032,688.80	\$28,698.84	\$1,061,387.64
A la Carte Hardware									
101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1			\$1,931.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	10			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	70			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	3		\$30.40	\$30.40	\$182.40	\$0.00	\$182.40
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	3		\$26.00	\$26.00	\$234.00	\$0.00	\$234.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	3		\$10.00	\$10.00	\$2,250.00	\$0.00	\$2,250.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	3		\$103.00	\$103.00	\$2,472.00	\$0.00	\$2,472.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
100801	AXON RECORDS - OSP LICENSE	2	60		\$42.31	\$42.31	\$5,077.20	\$0.00	\$5,077.20
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	60		\$28.21	\$28.21	\$5,077.80	\$0.00	\$5,077.80
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	75	3		\$25.00	\$25.00	\$5,625.00	\$0.00	\$5,625.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60		\$111.75	\$111.75	\$53,640.00	\$0.00	\$53,640.00
ProLicense	Pro License Bundle	5	3		\$40.00	\$40.00	\$600.00	\$0.00	\$600.00
BasicLicense	Basic License Bundle	80	3		\$15.00	\$15.00	\$3,600.00	\$0.00	\$3,600.00
BasicLicense	Basic License Bundle	15	60		\$16.27	\$16.25	\$14,625.00	\$0.00	\$14,625.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85014	AXON BODY - PSO - 1 DAY	1			\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
85144	AXON BODY - PSO - STARTER	1			\$13,000.00	\$13,000.00	\$13,000.00	\$0.00	\$13,000.00
Total							\$1,186,165.73	\$29,366.09	\$1,215,531.82

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	70	1	06/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	06/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	77	1	06/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	77	1	06/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	10	1	06/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	10	1	06/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	10	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	68	2	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	68	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	1360	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	410	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	68	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	68	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100862	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	2	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	68	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	12	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20296	AXON VR - TABLET	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20297	VR TABLET CASE	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	136	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	06/15/2024
BUNDLE - UNLIMITED PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	2	1	06/15/2024
BUNDLE - UNLIMITED PLUS	100748	AXON VR - CONTROLLER - TASER 10	1	1	06/15/2024
BUNDLE - UNLIMITED PLUS	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1	1	06/15/2024
BUNDLE - UNLIMITED PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	4	1	06/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	210	1	06/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	550	1	06/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	200	1	06/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	540	1	06/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3	1	12/15/2026

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	70	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	9	1	12/15/2026
BUNDLE - UNLIMITED PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	2	1	12/15/2026
BUNDLE - UNLIMITED PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	12/15/2026
A la Carte	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	210	1	06/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	550	1	06/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	200	1	06/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	540	1	06/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	70	1	06/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	9	1	06/15/2029
BUNDLE - UNLIMITED PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	2	1	06/15/2029
BUNDLE - UNLIMITED PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	06/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	80	04/15/2024	07/14/2024
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	80	04/15/2024	07/14/2024
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	04/15/2024	07/14/2024
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	04/15/2024	07/14/2024
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	04/15/2024	07/14/2024
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	04/15/2024	07/14/2024
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	04/15/2024	07/14/2024
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	04/15/2024	07/14/2024
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	75	04/15/2024	07/14/2024
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	07/15/2024	07/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	15	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100801	AXON RECORDS - OSP LICENSE	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	680	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	68	07/15/2024	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	68	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	2	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	2	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73638	AXON STANDARDS - LICENSE	2	07/15/2024	07/14/2029

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED PLUS	73680	AXON RESPOND PLUS - LICENSE	2	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	2	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	20	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	2	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73739	AXON PERFORMANCE - LICENSE	2	07/15/2024	07/14/2029
BUNDLE - UNLIMITED PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	07/15/2024	07/14/2029
A la Carte	100801	AXON RECORDS - OSP LICENSE	2	07/15/2024	07/14/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	07/15/2024	07/14/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	07/15/2024	07/14/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	07/15/2024	07/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	68
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	5
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	68
BUNDLE - UNLIMITED PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - UNLIMITED PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	2
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1
A la Carte	85014	AXON BODY - PSO - 1 DAY	1
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	3	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	3	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	68	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	68	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	68	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	2	06/15/2025	07/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	9	06/15/2025	07/14/2029
BUNDLE - UNLIMITED PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	06/15/2025	07/14/2029
BUNDLE - UNLIMITED PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	2	06/15/2025	07/14/2029
BUNDLE - UNLIMITED PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	06/15/2025	07/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1375 5th Ave	San Rafael	CA	94901-1942	USA
2	1375 5th Ave	San Rafael	CA	94901-1942	USA

Payment Details

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Gap Coverage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	75	\$2,250.00	\$0.00	\$2,250.00
Gap Coverage	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	75	\$5,625.00	\$0.00	\$5,625.00
Gap Coverage	BasicLicense	Basic License Bundle	80	\$3,600.00	\$0.00	\$3,600.00
Gap Coverage	ProLicense	Pro License Bundle	5	\$600.00	\$0.00	\$600.00
Upfront	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$3,388.07)	\$0.00	(\$3,388.07)
Upfront	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,500.00	\$0.00	\$2,500.00
Upfront	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Upfront	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$3,000.00	\$0.00	\$3,000.00
Upfront	85014	AXON BODY - PSO - 1 DAY	1	\$3,500.00	\$0.00	\$3,500.00
Upfront	85144	AXON BODY - PSO - STARTER	1	\$13,000.00	\$0.00	\$13,000.00
Upfront	H00001	AB4 Camera Bundle	70	\$0.00	\$0.00	\$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 1	100801	AXON RECORDS - OSP LICENSE	2	\$1,015.44	\$0.00	\$1,015.44
Year 1	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$46.80	\$0.00	\$46.80
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$36.48	\$0.00	\$36.48
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$494.40	\$0.00	\$494.40
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 1	B00022	BUNDLE - UNLIMITED PLUS	2	\$5,104.80	\$133.45	\$5,238.25
Year 1	BasicLicense	Basic License Bundle	15	\$2,925.00	\$0.00	\$2,925.00
Year 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	68	\$206,537.76	\$5,739.80	\$212,277.56
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	68	\$0.00	\$0.00	\$0.00
Total				\$271,382.69	\$5,873.25	\$277,255.94

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100801	AXON RECORDS - OSP LICENSE	2	\$1,015.44	\$0.00	\$1,015.44
Year 2	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$46.80	\$0.00	\$46.80
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$36.48	\$0.00	\$36.48
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$494.40	\$0.00	\$494.40
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 2	B00022	BUNDLE - UNLIMITED PLUS	2	\$5,104.80	\$133.45	\$5,238.25
Year 2	BasicLicense	Basic License Bundle	15	\$2,925.00	\$0.00	\$2,925.00

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	68	\$206,537.76	\$5,739.80	\$212,277.56
Total				\$228,695.76	\$5,873.25	\$234,569.01

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100801	AXON RECORDS - OSP LICENSE	2	\$1,015.44	\$0.00	\$1,015.44
Year 3	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$46.80	\$0.00	\$46.80
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$36.48	\$0.00	\$36.48
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$494.40	\$0.00	\$494.40
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 3	B00022	BUNDLE - UNLIMITED PLUS	2	\$5,104.80	\$133.45	\$5,238.25
Year 3	BasicLicense	Basic License Bundle	15	\$2,925.00	\$0.00	\$2,925.00
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	68	\$206,537.76	\$5,739.80	\$212,277.56
Total				\$228,695.76	\$5,873.25	\$234,569.01

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100801	AXON RECORDS - OSP LICENSE	2	\$1,015.44	\$0.00	\$1,015.44
Year 4	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$46.80	\$0.00	\$46.80
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$36.48	\$0.00	\$36.48
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$494.40	\$0.00	\$494.40
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 4	B00022	BUNDLE - UNLIMITED PLUS	2	\$5,104.80	\$133.45	\$5,238.25
Year 4	BasicLicense	Basic License Bundle	15	\$2,925.00	\$0.00	\$2,925.00
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	68	\$206,537.76	\$5,739.80	\$212,277.56
Total				\$228,695.76	\$5,873.25	\$234,569.01

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100801	AXON RECORDS - OSP LICENSE	2	\$1,015.44	\$0.00	\$1,015.44
Year 5	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	\$0.00	\$0.00	\$0.00
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$46.80	\$0.00	\$46.80
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$36.48	\$0.00	\$36.48
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$494.40	\$0.00	\$494.40
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,728.00	\$0.00	\$10,728.00
Year 5	B00022	BUNDLE - UNLIMITED PLUS	2	\$5,104.80	\$133.45	\$5,238.25
Year 5	BasicLicense	Basic License Bundle	15	\$2,925.00	\$0.00	\$2,925.00
Year 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	68	\$206,537.76	\$5,739.64	\$212,277.40
Total				\$228,695.76	\$5,873.09	\$234,568.85

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is a renewal of contract #00063518.

Agency has existing contract #00056432 (originated via Q-312560) and is terminating that contract upon the new license start date (4/15/2024) of this quote.

The parties agree that Axon is granting a refund of \$3,388.07 to refund paid, but undelivered services. This discount is based on a ship date range of 3/15/2024 - 3/31/2024, resulting in a 4/15/2024 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Y5 of contract #00063518 and Y4 of contract #00056432 (INV-186044 and INV-188061).

Signature

Date Signed

4/19/2024



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon



Master Services and Purchasing Agreement for Agency

Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Agency Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

AGENCY:

San Rafael Police Department (CA)

Signature: _____

Name: _____

Title: _____

Date: _____

Date: _____

DRAFT

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- e. **"Provided Data"** means de-identified, de-personalized, data derived from Agency's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.



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6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Agency purchases the TASER Data Science Program, Agency grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Agency shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Agency an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Agency for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Agency seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Agency.

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13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Serves as a service bureau, or as part of an Agency infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Axon Narrative**. AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
17. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.



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18. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, Agency Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Agency need Register cameras to Agency domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> Work with Agency to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Agency On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable)



<ul style="list-style-type: none"> • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

- Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon VR headset content• Configure agency settings based on Agency need• Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) <p>Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
Classroom and practical training sessions <p>Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon Air App (ASDS)• Configure agency settings based on Agency need• Configure drone controller• Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
Classroom and practical training sessions <p>Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Agency’s TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Agency will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Agency shall utilize vouchers to register for TASER courses at their discretion however Agency may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Agency cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer’s warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Agency a TASER Device Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. Agency Warranty. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Agency's TASER Device plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Axon will invoice Agency the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



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10.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body , Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the country Agency is based. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to



that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

10. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Agency with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Agency-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Agency warrants that it is appropriate and permissible for Agency to receive the referenced Axon Event offer(s) based on Agency's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
11. **Attendee/Employee Selection.** Agency shall have sole and absolute discretion to select the Agency employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
12. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Agency is intended for the use and benefit of Agency in furtherance of its goals, and not the personal use or benefit of any official or employee of Agency. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Agency's local jurisdiction requires Agency to report or disclose the fair market value of the benefits provided by Axon, Agency shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Agency's compliance with such reporting requirements.
13. **Assignability.** Agency may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
14. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
15. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Agency if Agency or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations



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: _____

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

TOPIC: LINCOLN AVENUE CORRIDOR SAFETY IMPROVEMENTS PROJECT FUNDING AGREEMENT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS TO RECEIVE STATE FUNDS

RECOMMENDATION:

Adopt a resolution approving and authorizing the City Manager to execute a Program Supplement Agreement with the California Department of Transportation (Caltrans) for \$250,000 in Local Highway Safety Improvement Program (HSIP) funds for the Lincoln Avenue Corridor Safety Improvements Project.

BACKGROUND:

The Lincoln Avenue Corridor Safety Improvements project includes intersection safety improvements, at the intersections of Lincoln Avenue and Brookdale Avenue and Lincoln Avenue and Wilson Court. Improvements include curb extensions, accessible curb ramps, high visibility crosswalk striping, and rapid rectangular flashing beacons.

Prior to the City Council approving the Local Road Safety Plan (LRSP) on [April 2, 2024](#), Marin County agencies followed the 2018 Marin County Systemic Safety Analysis Report (SSAR), which was a data-driven safety evaluation of Marin County's non-state arterial and collector roadway networks for all modes of travel. The SSAR found Lincoln Avenue as having a medium to high collision severity index. The most common collision factors identified were motorists improper turning, unsafe speeds, and automobile right of way. The intersections of Lincoln Avenue and Brookdale Avenue and Lincoln Avenue and Wilson Court were identified as a high priority and as a key neighborhood connection to SMART and nearby schools.

In September 2022, City staff submitted two applications to Caltrans for the Local Highway Safety Improvement Program (HSIP) for projects on Lincoln Avenue. The successful project requested \$250,000 in HSIP funds for the preliminary engineering and construction of the Lincoln Avenue Corridor Safety Improvements Project.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

In March 2024, the City received an allocation letter from the Department of Transportation confirming the allocation of State funds from HSIP for \$34,830 for the preliminary engineering phase of this project. HSIP funds for the construction phase are anticipated to be allocated at a later date. A resolution stating the authorized signee for the Program Supplement Agreement with Caltrans and an executed Program Supplement Agreement are required to receive HSIP funds.

ANALYSIS:

The HSIP grant program is a core Federal-aid program with the purpose of achieving a significant reduction in fatal and severe collisions on all public roads. HSIP requires a data-driven and strategic approach to improving safety on all public roads with a focus on performance. The approval of the LRSP is now required to submit for upcoming HSIP grant applications.

COMMUNITY OUTREACH:

The City of San Rafael coordinates with the San Rafael City Schools District, Transit agencies, Safer Routes to Schools, Bicycle and Pedestrian Committee, and community residents to seek their input on safety projects for pedestrians and bicycles. The LRSP and SSAR included public outreach and review by Technical Advisory Committees over the last several years. These reports included the identification of Lincoln Avenue as a key corridor as a priority project location. In addition, the Lincoln Avenue project was included in Bicycle and Pedestrian Committee staff update presentations in 2023.

FISCAL IMPACT:

The fiscal impact of staff's recommendation to receive the HSIP funds is that the City will be able to use \$250,000 for the Lincoln Avenue Corridor Safety Improvements Project. The total project cost including inspection is estimated to be approximately \$310,000, of which 80% will be funded by the HSIP funds. The total project cost of \$310,000 will be proposed for programming and appropriation with the fiscal year FY 2024-25 Capital Improvement Program using Gas Tax Funds (#206).

OPTIONS:

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

1. Adopt the resolution as recommended.
2. Do not adopt the resolution and provide direction to staff.

RECOMMENDED ACTION:

Adopt a resolution approving and authorizing the City Manager to execute a Program Supplement Agreement with the California Department of Transportation (Caltrans) for \$250,000 in Local Highway Safety Improvement Program (HSIP) funds for the Lincoln Avenue Corridor Safety Improvements Project.

ATTACHMENTS:

1. Resolution to execute Program Supplement Agreement with Caltrans
2. Exhibit A to the Resolution – Administering Agency - State Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS TO RECEIVE STATE FUNDS

WHEREAS, the City of San Rafael is eligible to receive State funding for the Lincoln Avenue Corridor Safety Improvements Project through the California Department of Transportation (Caltrans); and

WHEREAS, a Program Supplement Agreement must be executed with the California Department of Transportation before such funds may be claimed; and

WHEREAS, the City of San Rafael wishes to delegate authorization to execute the agreement and any amendments thereto to the City Manager; and

WHEREAS, Caltrans requires the City Council to adopt a resolution authorizing the execution of the agreement between Caltrans and the City of San Rafael to ensure receipt of the funds; and

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute the Program Supplement Agreement, attached hereto as Exhibit A, and any amendments thereto with the California Department of Transportation.

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 on the 3rd day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

PROGRAM SUPPLEMENT NO. 00000A500
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 04-5043S21

Adv. Project ID 0424000357
Date: March 29, 2024
Location: 04-MRN-0-SRF
Project Number: HSIPSL-5043(046)
E.A. Number:
Locode: 5043

This Program Supplement, effective 03/22/2024, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5043S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/31/2023 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Lincoln Ave @ Brookdale Ave & Wilson court

TYPE OF WORK: Safety Improvements

LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$38,700.00	\$34,830.00		\$3,870.00	\$0.00

CITY OF SAN RAFAEL

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 04/08/2024

\$34,830.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Scott Eberle, Lieutenant

City Manager Approval: 

TOPIC: AB 481 MILITARY EQUIPMENT ANNUAL REPORT AND RENEWAL OF MILITARY EQUIPMENT USE POLICY

SUBJECT: RESOLUTION RENEWING THE ORDINANCE APPROVING SAN RAFAEL POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY 706

RECOMMENDATION:

Adopt the resolution renewing the ordinance approving San Rafael Police Department Military Equipment Use Policy 706.

BACKGROUND:

The California Legislature passed Assembly Bill (AB 481) in 2021, which requires the applicable governing body to adopt an ordinance approving a military equipment use policy for the funding, acquisition, and use of military equipment by a law enforcement agency.

In May of 2022, the City Council adopted [Ordinance 2007](#), adding Chapter 2.52 to the San Rafael Municipal Code, to establish the requirements for approval and annual review of a military equipment policy. In Division 3 of Ordinance 2007, the City Council also approved Policy 706 - Military Equipment Funding, Acquisition and Use Policy, and a Military Equipment Inventory List dated March 7, 2022.

To continue using military equipment, Government Code §§ 7070-7072 requires each law enforcement agency's governing body to review an annual report and renew any ordinance it has adopted approving the funding, acquisition, or use of military equipment.

ANALYSIS:

The San Rafael Police Department (SRPD) AB 481 Military Equipment Annual Report for calendar year 2023 is attached to this staff report and includes the following:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns concerning the military equipment.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

- (3) The results of any internal audits, information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Besides the replacement of 10 patrol rifles and the de-inventory and purchase of the two new Precision Response and Observation Team (PROT) rifles, which was approved by the council last year, the inventory of military equipment has not changed in 2023 and is attached to the annual report.

As described in the annual report, the SRPD, in most instances, only deployed military equipment for training. However, SRPD did have cause to deploy some equipment in the course of their duties. As described, this included the use of the Marin County Sheriff's Office (MCSO) Unmanned Aerial Vehicle (UAV) (category-1) six times, the Armored Rescue Vehicle (category-2) three times, and the Less-than-Lethal Impact Device (category-14) once. As noted in the report, SRPD did not receive any complaints about using military equipment during the reporting period, nor did any internal audits reveal policy violations.

The military equipment inventory in the annual report documents the purpose of use, costs, and quantity of each item of military equipment used by the SRPD. The inventory has not changed since 2023.

There are no new proposed items for the Military Equipment list in 2024.

The SRPD has not obtained, nor does it utilize, any equipment procured from the United States Department of Defense through the Law Enforcement Support Program (also known as the 1028 or 1033 program).

Military Equipment Use Policy 706 is effective, and no circumstances have changed that would require an update to the policy. Thus, no changes are recommended approving Military Equipment Use Policy 706.

COMMUNITY OUTREACH:

SRPD Military Equipment Use Policy 706 is posted on SRPD's website, along with information on community meetings from prior years.

On April 17, 2024, Police Department staff presented "AB481 Military Equipment" at the monthly Police Advisory and Accountability Committee (PAAC) meeting. All required elements of the annual report were presented. One community member attended the meeting and asked when the "AB481 Community Meeting" would be held. They were told the PAAC meeting was the "AB481 Community Meeting." Numerous questions and comments were received from the PAAC members regarding the use of Military Equipment. A video of the meeting may be found here: <https://www.cityofsanrafael.org/meetings/police-advisory-accountability-committee-april-17-2024/>. A summary of the questions and responses are as follows:

- When was the equipment purchased, and do we still use the same equipment?

- We replace equipment when it reaches its expiration date.
- Who performs the internal audits?
 - Internal audits are performed monthly by our firearms instructors and SWAT team leaders.
- A question was brought up about when and how often we do “gun buy-backs.”
 - The last Gun Buy-Back program was May 17, 2022, and they are usually sponsored by the Marin County District Attorney’s office.
- City staff clarified that the patrol rifles are in each patrol vehicle when officers are on patrol.
- City staff clarified the average service life of a patrol rifle, which is ten years.
- City staff clarified that ballistic shields are not considered military-style equipment under Government Code §§ 7070-7072.
- A comment was made regarding the City purchasing its own Unmanned Aerial Vehicle (drone) program rather than borrowing one from the Marin County Sheriff’s Department.
- A comment was made about procuring an Armored Response Vehicle and “drones.”

This meeting was recorded and posted to the [Police Advisory and Accountability Committee](#) page on the City of San Rafael’s website for community access.

The SRPD maintains a feedback tab on the SRPD website for the public to share comments of support or concern regarding its use of “military-style” equipment. SRPD did not receive any complaints concerning the military equipment.

At the [May 22nd Police Advisory and Accountability Committee meeting](#), a member of the public spoke during the open time for public expression about AB481 and Military Equipment. They wanted the PAAC to be aware of why this legislation was passed. They explained it was because the legislators wanted communities to have input and oversight because military equipment is more frequently used in low-income and black and brown communities.

FISCAL IMPACT:

The expenditures for the equipment purchases identified in the annual report are captured and budgeted in the SRPD’s equipment fund.

Description	Cost
Replacement cost of 10 new patrol rifles:	\$10,446.90
Total	\$10,446.90

OPTIONS:

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

1. Adopt the resolution renewing the ordinance approving Military Equipment Use Policy 706.
2. Adopt a revised resolution with changes to the Military Equipment Use Policy 706.
3. Do not adopt the resolution.

RECOMMENDED ACTION:

Adopt the resolution renewing the ordinance approving San Rafael Police Department Military Equipment Use Policy 706.

ATTACHMENTS:

1. San Rafael Police Department 2023 AB 481 Military Equipment Annual Report, with Equipment Inventory
2. Ordinance No. 2007
3. San Rafael Police Department Military Equipment Use Policy 706
4. Resolution



AB 481 Military Equipment Annual Report 2023

Prepared by:

Lieutenant Scott Eberle

San Rafael Police Department

Submitted June 3, 2024

Military Equipment Use AB 481 Compliance Requirements:

- Adoption of the ordinance approving Military Use Policy (Completed May 2022, Ordinance No. 2007, Policy 706)
- Held the initial Community Engagement Meeting (March 28th, 2022)
- The annual 2024 Community Engagement Meeting was on April 17th, at the Police Advisory and Accountability Committee meeting.
- Current Military Equipment Inventory (Attached)
- Annual Report (See below)

Annual Report Description:

Assembly Bill 481 requires the police department to report annually on the inventory, procurement, use, and misuse of covered military equipment items. The annual report also includes a description of new military equipment the police department seeks City Council approval for acquisition and funding.

Per AB 481, the annual report must include the following:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Equipment Usage for 2023:

As evident in the Military Equipment Inventory, the San Rafael Police Department does not own any equipment in categories 3, 4, 6, 8, 9, 11, or 13.

Category 1: Tactical Robot and Unmanned Aerial Vehicles*

*The Unmanned Aerial Vehicle (UAV) is a shared piece of equipment that the Novato Police Department purchased and stores.

None of the named shared equipment in Category 1 was utilized in 2023, except in training situations including range and SWAT.

The Marin County Sheriff's Office (MCSO) also has an Unmanned Aerial Vehicle (UAV) that is not a shared piece of equipment. On occasion, we ask them for mutual aid assistance. For transparency reasons, we share that the San Rafael Police Department requested the UAV from the Marin County Sheriff's Office six separate times in 2023.

- 1) On June 10th, 2023, a black Acura SUV was reported stolen in San Rafael. Three days later, the same vehicle was used in an armed robbery at a gas station in Terra Linda, with surveillance footage capturing the suspect's description. In the early hours of June 18th, two more armed robberies occurred, one at a different gas station in Terra Linda and the other at Panera Bread in the Mall at Northgate. The suspect and vehicle matched those from the previous incidents.

On June 19th, an officer on patrol spotted the vehicle in the Montecito Plaza Shopping Center and attempted a traffic stop. The vehicle failed to yield, leading to a high-speed chase into the area near San Quentin State Prison, where the suspect fled on foot into a nearby neighborhood. Due to the suspect's potential for violence, the San Rafael/Novato Specialized Weapons And Tactics team, along with the Marin County Sheriff's Office UAV, was called in for assistance. The SWAT team deployed the Armored Rescue Vehicle, while the Crisis Response Team was on standby for negotiations. Meanwhile, the suspect attempted to evade capture by calling his mother for help, but officers intercepted and arrested him without further incident. The UAV was utilized to search the open space area between the prison and Highway 580, while the ARV remained stationed at the command post. (SR23-3871)

- 2) On July 17th, San Rafael Police Officers responded to shots being fired at an apartment complex in Terra Linda. Upon arrival, the victim was detained out front and could not confirm if the suspect had a firearm inside the apartment. The back side of the apartment complex backed up to a very steep hill and was not easily accessible by officers on foot.

Because the suspect was not following commands, the Marin County Sheriff's Office UAV team was called out to help secure a visual perimeter on the back side of the apartment. The Crisis Response Team arrived and was able to de-escalate the situation and the suspect self-surrendered. No one sustained any major injuries. (SR23-4481)

- 3) On April 29th, around 9:30 pm, San Rafael Police Officers responded to reports of an armed robbery and shots fired near Mill and Hoag Streets in the Canal neighborhood. Upon arrival, they found a victim who had been robbed of his wallet and shot in the foot. Detectives took charge of the investigation and identified several suspects based on collected evidence.

Then, on September 3rd, at approximately 1:00 am, the San Rafael dispatch center received multiple calls about shots fired in the Safeway parking lot in Terra Linda. Officers promptly responded and found a male victim critically injured from a gunshot wound to the neck. Detectives took over this case and linked the same suspects to the previous robbery in April and other violent crimes in San Rafael and Novato. The suspects were identified as known gang members. Due to their history of violence, a search warrant was issued for the suspect's phone and residence.

On September 13th, the San Rafael/Novato SWAT team, Crisis Response Team, and Marin County Sheriff's Office UAV team collaborated on a planned operation to apprehend these suspects. They were traced to a vehicle in a parking lot in Tiburon, where the SWAT team apprehended them using the ARV. Although the UAV was called, it wasn't utilized. The suspects were taken into custody, and the ARV transported the SWAT and Crisis Response teams to the suspect's house in the Canal neighborhood to execute the search warrant. (SR23-5486)

- 4) On September 19th, officers were dispatched to a Central San Rafael neighborhood following reports of gunfire. Callers described hearing a physical altercation, verbal confrontations, and gunshots. Upon arrival, officers encountered two individuals inside an apartment who were uncooperative. Concerned about potential injuries and the lack of cooperation, the San Rafael/Novato Crisis Response Team was summoned to facilitate negotiations. Due to the challenging layout of the area, which made it difficult for officers to maintain cover while monitoring the apartment's front door, the Marin County Sheriff's UAV team was requested to provide secure surveillance and ensure the safety of the officers involved. The San Rafael/Novato Armored Rescue Vehicle was also deployed to position officers closer to the front of the building, ensuring their safety behind the vehicle's armor while maintaining proximity to the target area. After a short while both parties exited the apartment and no injuries or evidence of gunfire was located. (SR23-5859)

- 5) On October 10th, at approximately 6:26 am, a victim parked his Ford Sprinter delivery van in front of 145 Third Street, leaving the keys in the ignition while he went inside to deliver a package. Within a minute, upon returning, he found the Ford missing and a bicycle seemingly run over in its place. Around 6:40 am, a Sheriff's Deputy spotted the van on San Pablo Road. Upon attempting to conduct a traffic stop, the driver abandoned the vehicle and fled the scene on foot. San Rafael Police Department established a perimeter, and the Marin County Sheriff's UAV team was summoned to aid in the search of the surrounding area for the driver/suspect. Despite efforts, no suspects were apprehended. (SR23-6345)

- 6) On November 12, at 7:34 pm, an unidentified individual contacted SRPD via the non-emergency line, claiming to have shot their mother with an AR-15 at a residence in San Rafael. The caller, refusing to disclose their identity, abruptly ended the call when pressed for further details by SRPD Dispatch. In response, police officers swiftly mobilized to the area, establishing a command post. Through a thorough investigation, including a neighborhood canvass, it was determined that the house in question was likely vacant and undergoing renovations. The Marin County Sheriff's Office UAV team was requested and deployed the UAV to inspect the premises, confirming the interior was gutted. Utilizing the UAV ensured officers' safety as they conducted their assessment without exposing themselves to potential harm. This incident, resembling a "SWATTING" call, ultimately proved to be unfounded. (SR23-7115)

Category 2: Armored Rescue Vehicle: Ford Transit-Van

The Armored Rescue Vehicle is a shared resource with the Novato Police Department. The San Rafael–Novato Crisis Response Unit (CRU) deployed the Armored Rescue Vehicle three times in 2023. All three of those occasions are outlined above:

- 1) The armed robbery suspect fled into the San Quentin area as documented in incident #1 above.
- 2) The multiple gang shooting and high-risk search warrant are detailed in incident #3 above.
- 3) The incident involving reported "shots fired" at a possible domestic incident is outlined in incident #4 above.

Category 5: Command Trailer

The Command Trailer was not utilized in 2023.

Category 7: Breaching Projectiles

None of the equipment in Category 7 was utilized in 2023.

Category 10: Patrol and SWAT Rifles and ammunition

None of the equipment in Category 10 was utilized in 2023, except in training situations including range and SWAT.

Category 12: Diversionary Device, Tear Gas & Air Powered Less Lethal Device (pepper ball)

None of the equipment in Category 12 was utilized in 2023, except in training situations including range and SWAT.

Category 14: Less than Lethal Impact Device (Kinetic Energy Munitions)

In 2023, the San Rafael Police Department utilized the equipment in Category 14 in training situations including the range and SWAT training. The police department also used Less than Lethal Impact Devices in the following incident.

1. On July 1st, around 12:30 am, officers responded to reports of a possible DUI driver in a silver Toyota Tacoma around Marin Square. Upon locating the vehicle, an officer found two occupants asleep inside. As the officer approached, the driver attempted to flee, prompting a vehicle pursuit. Dispatch revealed the license plate as lost/stolen. Another officer deployed a tire-disabling spike strip, immobilizing the vehicle. The vehicle was still able to escape but was located near the freeway. A high-risk stop was initiated and officers instructed the occupants to exit, but received no response. With tinted windows hindering visibility, an officer fired three less-lethal 40mm rounds to break the windows for a better view. Upon inspection, the vehicle was found unoccupied, and no injuries were reported. Subsequently, the suspects were apprehended near the Extended Stay parking lot without further incident. (SR23-4155)

Summary of Complaints for 2023:

The San Rafael Police Department did not receive any complaints concerning military equipment in 2023.

Violations of Policy 706:

An internal review revealed no violations of Policy 706.

Total Annual Cost for Military Equipment:

The fiscal impact for yearly maintenance costs for each category is documented in the attached Military Equipment Inventory. The only new purchases in 2023 were of the 10 new rifles for patrol and the two new Precision Response and Observation Team (PROT) that were approved by the San Rafael City Council during the AB481 presentation in May of 2023.

Replacement Military Equipment Inventory List:

1. Rifles for Patrol (Category 10 on Current Inventory List)

Proposed Weapon system to replace current rifles: AR15 style 16" CARBINE 1/7 .223 RIFLE

Currently, our patrol unit is equipped with 84 Colt Rifles, a significant portion of which are over 10 years old and require replacement. Following our current replacement plan, we aim to replace ten rifles annually until all patrol rifles are under warranty. Last year marked the commencement of this initiative with the purchase of 10 new patrol rifles, accompanied by the disposal of the outdated ones to ensure they were no longer in circulation.

DESCRIPTION: COLT AR15 style 16" CARBINE 1/7 .223 RIFLE will be assigned to a specific person on patrol and only to be utilized for training and patrol. They offer a higher degree of accuracy at long distances. The ammunition used in rifles is also more effective at penetrating body armor (as some suspects have worn during high-profile shooting events in the country). They are normally kept secured in patrol vehicles and secured in the Armory at the Public Safety Center. They will only be deployed on specific incidents where Officers believe guns or weapons are involved.

TOTAL REPLACEMENT COST: is \$10,446.90 for 10 rifles, (based on the current quote but could vary depending on the time of purchase). We would destroy 10 old rifles in accordance with DOJ laws and policy and they would be removed from our inventory.

PURPOSE: To be used as a precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

AUTHORIZED USE: Members may deploy the rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed subjective to the Legal and Procedural Rules found below. Situations for the use of these weapon systems may include, but are not limited to the following:

- Situations where the member reasonably anticipates an armed encounter
- Officers May use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.

LIFESPAN:

- COLT AR15 style 16" CARBINE 1/7 .223 RIFLE - 10 years

TRAINING: Officers must successfully complete a 24-hour patrol rifle course as well as regular Department firearms training and qualifications as required by law and policy. Firearm Instructors attend a 40-hour POST-approved rifle instructor class, and SWAT personnel must attend an 80-hour basic SWAT Team course.

FISCAL IMPACT: Annual Maintenance is approximately \$100 per rifle

LEGAL AND PROCEDURAL RULES: Use of patrol rifles and ammunition is subject to the requirements of POLICY 300 (USE OF FORCE), and Policy 306 (FIREARMS). It is the policy of the San Rafael Police Department to utilize rifles only for official law enforcement purposes, in accordance with all requirements under State and Federal law, including those regarding the use of force.

New Proposed Items for the Military Equipment Inventory List

There are no new proposed items for the Military Equipment list in 2024.

Type	Description	Quantity	Capabilities	Expected lifespan	Manufacturer's description	Purpose and authorized uses	Fiscal impact	Legal and procedural rules	Required training	Compliance mechanisms
Category 1										
Tactical Robot	ROBOTEX remote controlled tactical robot, track driven, attachable arm and trailers	1	Remote intelligence gathering device	10 years	The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation	Emergency incidents above normal patrol operations.	\$27,627.68 initial cost in 2010. \$500 average yearly maintenance costs	Refer to SRPD policy 300.	Agency authorized orientation course	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Tactical Robot	Northern Lights Tactical remote controlled, armored tactical robot	1	Larger and heavier robot capable of delivering items in high risk situations and range training	10 years	Northern Lights Tactical TRACS robot target system. Features 10-inch foam-filled tires and has a top speed of 7 miles per hour.	Range training for moving targets. And exceptional high risk situations.	\$10,025 initial cost in 2008. \$100 average yearly maintenance costs	Refer to SRPD policy 300 and range procedures	None	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Unmanned Aerial Vehicles (Shared with Novato PD)	Small unmanned aerial system	4	28 minute flight time per battery, maximum transmission distance 3-10 km based on surroundings	3 years	Grey DJI unmanned aerial system, <249 g weight, four rotor remotely operated airframe with video and photo capability	All-hazard and incidents which would benefit from an aerial perspective.	\$2,000 initial cost; \$500 annual maintenance	Refer to Novato PD policies 613.	Agency-authored orientation course; Monthly individual training; Quarterly team training.	Requires Watch Commander authorization
Category 2										
Armored Rescue Vehicle: Ford Transit-Van 350 HD (Shared with Novato PD)	Armored, wheeled vehicle. White, reflective San Rafael / Novato PD markings and red/blue lights. Equipped with a siren. Can hold a driver, equipment, and seven passengers.	1	Range 100 mi. Armor rated to .50 cal.	10 years	Four-wheeled, five-speed automatic transmission, gas engine-powered personnel carrier with ballistic glass and armor rated to .50 cal.	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents.	Shared resource with Novato PD, \$150,272.50 initial cost, \$1000 annual maintenance costs	Refer to policies 702, 703.	Agency-authored orientation course	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Category 5										
Command Trailer: 2006 Sundowner	30 foot wheeled trailer, bathroom, towable, white, reflective San Rafael Mobile Command markings	1	equipment movement, command and control mobile location	10 years	Towable, wheeled-trailer	Equipment movement / mobile dispatch, command meeting location at emergency incidents.	Purchased in 2006. \$18,727. \$500 annually maintenance cost	Refer to policies 702, 703	Class A drivers license required to tow	None
Category 7										
Breaching Projectiles: Remington TB-12BK	12 Gauge breaching rounds	100	Operational range 0-1 foot	5 years	Ballistic breaching round used to defeat a variety of structures to include exterior and interior doors.	To breach entrances beyond the capabilities of hand held / impact methods.	\$150 initial purchase for duty projectiles, less than \$50 per year for on going cost	Refer to policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Category 10										
Patrol Rifle (COLT, Olympic Arms & Knights Armament)	.223 caliber AR-15 rifle, semi automatic [Standard Issue Firearm - Patrol Application]	84	Single round	10 years	M4/AR15 semi-automatic rifle, gas operated, 16.1 inch barrel	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$884 each for initial purchase \$500 ongoing for maintained costs.	Refer to SRPD policies 300 & 306.	Agency-authored orientation course; annual refresher.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Rifle: COLT (SWAT Operator)	.223 caliber M-4 semi-automatic rifle, short barrel	15	Single or multiple round option	10 years	M-4 semi-automatic rifle, 11.4 inch barrel	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$1,200 each, \$500 yearly maintenance costs.	Refer to SRPD policies 300 & 306.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)

Rifle : Accuracy International	.308 AT LE	2	Single round only	10 years	Precision .308 caliber, gas-operated rifle	Precision Rifle team use. Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$5,844 each initial cost, \$500 yearly maintenance	Refer to SRPD policies 300 & 306.	Agency-authored orientation course; monthly refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
.223 caliber rounds	.223 caliber rounds (Patrol Rifle Rounds)	\$10,000+	operational range 0-1000 yards	N/A	.223 caliber rounds	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$358 per 1000 rounds, \$10,000 a year for ongoing replacement costs	Refer to SRPD policies 300 & 306.	Initial orientation course including qualification; annual recertification including qualification.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
.308 caliber rounds	.308 caliber rounds (Precision Rifle Rounds)	500+	Operational range 0-1000 yards	N/A	.308 caliber rounds	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$450 per 500 rounds, \$450 a year for replacement rounds	Refer to SRPD policies 300 & 306.	Initial orientation course including qualification; annual recertification including qualification.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Category 12										
Diversionsary Device - Def-Tec	Diversionsary Device with reloads	44	Approx. 162db at 5 feet	5 years	A reloadable unit that can be used up to 30 times.	Distraction / diversionsary device to be used in high risk situations in accordance to policy.	\$35 each, no ongoing costs.	Refer to SRPD policy 300 303.303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Diversionsary Device - ALS-TRMR	Reloadable Diversionsary Device (Housing unit only)	10	Approx. 172db and 1.2 PSI at 5 feet	5 years	The reloadable diversionsary device can be reloaded up to 250 times. The body incorporates a safety button. Upon deployment the device's kinetic energy causes the top to move the firing pin into the primer to function.	Distraction / diversionsary device to be used in high risk situations in accordance to policy.	\$250 each, replacements cost when needed.	Refer to SRPD policy 300 303.303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Reloadable Distraction Rounds	Reloads for the ALS-TRMR distraction device, 12 Gauge muzzle bang	59	N/A	5 years	12 ga muzzle bang that produces 175dB at 5 feet	Distraction / diversionsary device to be used in high risk situations in accordance to policy.	\$7.50 per box of 5. \$100 a year ongoing costs for replacements	Refer to policies 300, 303.303.9, 303.9.1, 303.9.2, 303.9.3.	Initial orientation course including qualification; annual recertification including qualification.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Tear Gas: Chemical CS / Chemical OC	Combination CS and OC irritants (Can be "thrown" or discharged via department approved delivery system)	143	Capable of deployed up to 450 feet	5 years	When utilized, the submunition will discharge the agent for approximately 20-30 seconds, on average, providing a wide area of coverage.	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk and volatile situations.	\$944.20 initial purchase and average \$500/year maintenance costs	Refer to SRPD policies 300, 303, 303.6, 303.9, 303.9.1, 303.9.2, 303.9.3, 306.	Initial Orientation course including qualification; annual ongoing training	Operational use under the review of the Watch Commander or appropriate team supervisor.
Custom Air-Powered Less Lethal Delivery System (pepper ball) - Tippman 98	Semi-automatic, single shot, compressed air powered delivery system (paint ball gun)	4	Effective range 150 Ft	10 years	.68 caliber, semi-automatic, 3000 PSI HPA (paint ball gun that is meant to discharge chemical irritant projectiles)	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk situations	\$600 Initial cost, \$150 every two years for more projectiles.	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)
Category 14										
Less than Lethal Impact Device (Multi-Use) - ALSTAC -40mm	Double action multi-shot 40 mm less than lethal weapon	1	Up to 40 yards	10 years	A double-action, multi-shot, 40mm delivery system. Designed to discharge 40mm less-than-lethal ammunition	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk situations.	\$3200 initial purchase, no anticipated ongoing costs	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)

Less Lethal Impact Device (Single-Use) - ALSTAC -40mm	Double action, single shot, 40mm less than lethal weapon	12	Up to 40 yards	10 years	A double-action, single shot, 40mm delivery system. Designed to discharge 40mm less-than-lethal ammunition	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk situations.	\$740 initial purchase each, no anticipated ongoing costs	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)
Kinetic Energy Projectiles: 40mm (ALS 4006D)	40mm, foam-tipped kinetic energy discharged from an agency-authorized 40mm delivery device.	100+	Operational range 5-120 ft.	5 years	40mm foam-tipped projectile capable of traveling 325 fps to a maximum range of 120 feet.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	\$25.00 each and approximately \$1000 yearly for training projectiles	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Initial orientation course including qualification; annual recertification including qualification.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Shotgun: Remington 870	12 Gauge pump-action Shotgun (Orange Stock / Utilized as Less Lethal Delivery System)	51	Single round	10 years	Single shot pump-action.	To be used with Less-lethal bean bag rounds. To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	\$424 each, \$500-ongoing for maintenance costs	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Kinetic Energy Projectiles: 12 Gauge "bean bag" rounds	12 Gauge cotton sock discharged from an agency-authorized 12 Gauge deliver device	100+	21 feet	N/A	12ga cotton sock round capable of traveling 525 fps.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	\$535.00 per 100, \$500 annual replacement cost	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).

ORDINANCE NO. 2007

**AN ORDINANCE OF THE CITY OF SAN RAFAEL CITY COUNCIL
ADDING NEW CHAPTER 2.52 TO THE SAN RAFAEL MUNICIPAL CODE,
ENTITLED "POLICE ACQUISITION AND USE OF 'MILITARY EQUIPMENT,'" AND
APPROVING THE SAN RAFAEL POLICE DEPARTMENT'S POLICY §706 - "MILITARY
EQUIPMENT FUNDING, ACQUISITION AND USE POLICY"**

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

DIVISION 1. FINDINGS.

WHEREAS, in 2021, California Assembly Bill 481 was authored by Assembly Member David Chiu (D-San Francisco) to address the funding, acquisition, and use of military equipment by California law enforcement agencies; and

WHEREAS, on September 30, 2021, Governor Newsom signed Assembly Bill 481 into law, adding new Sections 7070, 7071, and 7072 to the California Government effective January 1, 2022, mandating law enforcement agencies, after January 1, 2022, to obtain approval by ordinance of the applicable governing body of a military equipment use policy governing the acquisition and continued use of defined military equipment within its jurisdiction; and

WHEREAS, the new statutes also require law enforcement agencies using military equipment acquired prior to January 1, 2022 to obtain approval by ordinance of the applicable governing body to continued use of that equipment. The law enforcement agency must commence the ordinance approval process no later than May 1, 2022; and

WHEREAS, this ordinance would add to the San Rafael Municipal Code a new chapter to establish the requirements for approval and annual review of a military equipment use policy for the San Rafael Police Department, so as to increase transparency and oversight for use of military equipment by the San Rafael Police Department, while providing safeguards to protect the public's welfare, safety, civil rights, and liberties; and

WHEREAS, as of January 1, 2022 the San Rafael Police Department owned military equipment that is regulated by the new statutes; and

WHEREAS, to be able to continue to use that equipment, or acquire and use any new military equipment, the Police Department has developed a military equipment use policy designated as "Policy 706 - Military Equipment Funding, Acquisition and Use Policy", including the Military Equipment Inventory List dated March 7, 2022, which policy is attached hereto marked "Exhibit A" and incorporated herein by reference;

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

DIVISION 2. AMENDMENT OF MUNICIPAL CODE.

Title 2 of the San Rafael Municipal Code, entitled "Administration" is hereby amended by adding new Chapter 2.52 entitled "Police Acquisition and Use of 'Military Equipment'" to read in its entirety as follows:

2.52.010 Definitions

For the purpose of this Chapter and any ordinance or policy adopted pursuant hereto, unless the context clearly requires a different meaning, the words, terms, and phrases set forth in this section shall have the meanings given them in this section:

- A. "Military Equipment" includes all of the following (Per Gov. Code §7070):
1. Unmanned, remotely piloted, powered aerial or ground vehicles.
 2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
 3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
 4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
 5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 6. Weaponized aircraft, vessels, or vehicles of any kind.
 7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
 8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
 9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
 10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
 11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
 13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

14. The following projectile launch platforms and their associated munitions:
40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
 15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
 16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- B. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the San Rafael Police Department.
- C. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
 3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 4. The legal and procedural rules that govern each authorized use.
 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment Use Policy.
 6. The mechanisms to ensure compliance with the Military Equipment Use Policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- D. "Type" means each item that shares the same manufacturer model number.

2.52.020 Military Equipment Use Policy Approval Requirement

- A. The Police Department shall obtain approval of the City Council, by an ordinance adopting a Military Equipment Use Policy at a regular meeting of the City Council, prior to engaging in any of the following:

1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
 4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the City of San Rafael.
 5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the City Council body pursuant to this chapter.
 6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
 7. Acquiring Military Equipment through any means not provided by this section.
- B. The City Council shall hold a public hearing at a regular City Council meeting prior to approval of a proposed new or amended Military Equipment Use Policy.
- C. At least 30 days prior to the City Council's public hearing on the approval of a new or amended Military Equipment Use Policy, the Police Department shall submit the proposed Military Equipment Use Policy to the City Council and make those documents available on the Police Department's internet website.
- D. The City Council shall only approve a Military Equipment Use Policy pursuant to this chapter if it determines all of the following:
1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
 3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- E. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.

2.52.030 Annual Reports on the Use of Military Equipment.

- A. The Police Department shall submit to the City Council an annual Military Equipment Report for each type of Military Equipment approved by the City Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
 - 1. A summary of how the Military Equipment was used and the purpose of its use.
 - 2. A summary of any complaints or concerns received concerning the Military Equipment.
 - 3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
 - 4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
 - 5. The quantity possessed for each type of Military Equipment.
 - 6. If the Police Department intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the Police Department's funding, acquisition, or use of Military Equipment.

2.52.040 Annual Review and Renewal of Ordinance Approving Military Equipment Use Policy.

- A. Following receipt of the annual Military Equipment Report required by Section 2.52.030, the City Council shall hold a public hearing at a regular City Council meeting to review any ordinance it has adopted pursuant to this Chapter approving the funding, acquisition, or use of Military Equipment, and shall vote on whether to renew the ordinance.

- B. In considering whether to renew the ordinance, the City Council shall consider the Police Department's current annual Military Equipment Report and find and determine whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in Section 2.52.020(D) of this code and the Military Equipment Use Policy. If the City Council determines that a type of Military Equipment identified in the annual Military Equipment Report has not complied with the standards required for approval, the City Council shall either disapprove a renewal of the authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

DIVISION 3. APPROVAL OF MILITARY EQUIPMENT USE POLICY.

1. The City Council has reviewed the San Rafael Police Department's "Policy §706 – Military Equipment Funding, Acquisition and Use Policy" and the Military Equipment Inventory List dated March 7, 2022 (together, the "Policy") attached as Exhibit A, and held a noticed public hearing thereon at its regular City Council meeting on April 18, 2022 as required by Government Code section 7071.
2. The City Council hereby finds and determines that:
 - a. In compliance with Government Code Section 7071(b), the San Rafael Police Department submitted a copy of the Policy attached as Exhibit A to the City Council, and posted it on the Police Department's website, at least 30 days prior to the public hearing held by the City Council;
 - b. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department held a well-publicized and teleconferenced community engagement meeting, at which the general public was invited to discuss and ask questions regarding the Police Department's proposed policy for funding, acquisition, or use of Military Equipment.
 - c. The Policy meets the requirements of California Government Code section 7070 et seq.;
 - d. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
 - e. The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
 - d. All Military Equipment that has been purchased by the San Rafael Police Department is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
 - g. Military Equipment use prior to the adoption of this ordinance complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the

Policy attached as Exhibit A, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

3. Based upon the findings, the City Council approves and adopts “Policy 706 – Military Equipment Funding, Acquisition and Use Policy” and the Military Equipment Inventory List dated March 7, 2022, attached as Exhibit A.

DIVISION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

DIVISION 5. PUBLICATION; EFFECTIVE DATE.

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 effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers 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.



Kate Colin, Mayor

ATTEST:



LINDSAY LARA, City Clerk

The foregoing Ordinance No. 2007 was introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the 18th day of April, 2022 and ordered passed to print by the following vote, to wit:

AYES: Councilmembers: Bushey, Kertz, Llorens Gulati & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Hill

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the 2nd day of May, 2022.



LINDSAY LARA, City Clerk

Exhibit A: "Policy 706 – Military Equipment Funding, Acquisition and Use Policy" and the Military Equipment Inventory List dated March 7, 2022

Military Equipment Funding, Acquisition and Use Policy

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

State MODIFIED

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment categories– Includes but is not limited to the following:

- (1) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- (3) High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- (4) Tracked armored vehicles that provide ballistic protection to their occupants.
- (5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (6) Weaponized aircraft, vessels, or vehicles of any kind.
- (7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- (8 and 9) Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- (10) Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns and ammunition of less than .50 caliber that are issued to officers, agents, or employees of the Police Department.
- (11) Any firearm or firearm accessory that is designed to launch explosive projectiles.
- (12) Noise-flash diversionary devices and explosive breaching tools. Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- (13) TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- (14) Kinetic energy weapons and munitions.

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(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

State

It is the policy of the San Rafael Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief of Police may designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of San Rafael Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

State **MODIFIED**

The following constitutes a list of qualifying equipment for the Department:

A current inventory of the Military Equipment is listed on the department's website; SRPD.ORG

706.5 APPROVAL

State

San Rafael Police Department

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Military Equipment Funding, Acquisition and Use Policy

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

State

The San Rafael Police Department will update on its website any changes to its military equipment so that it is available to members of the public. Along with updating the website, the department will provide a link to which the community can address any comments or concerns relating to funding, acquisition, or use of military equipment.

Type	Description	Quantity	Capabilities	Expected lifespan	Manufacturer's description	Purpose and authorized uses	Fiscal impact	Legal and procedural rules	Required training	Compliance mechanisms
Category 1										
Tactical Robot	ROBOTEX remote controlled tactical robot, track driven, attachable arm and trailers	1	Remote intelligence gathering device	10 years	The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation	Emergency incidents above normal patrol operations.	\$27,627.68 initial cost in 2010. \$500 average yearly maintenance costs	Refer to SRPD policy 300.	Agency authorized orientation course	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Tactical Robot	Northern Lights Tactical remote controlled, armored tactical robot	1	Larger and heavier robot capable of delivering items in high risk situations and range training	10 years	Northern Lights Tactical TRACS robot target system. Features 10-inch foam-filled tires and has a top speed of 7 miles per hour.	Range training for moving targets. And exceptional high risk situations.	\$10,025 initial cost in 2008. \$100 average yearly maintenance costs	Refer to SRPD policy 300 and range procedures	None	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Unmanned Aerial Vehicles (Shared with Novato PD)	Small unmanned aerial system	4	28 minute flight time per battery, maximum transmission distance 3-10 km based on surroundings	3 years	Grey DJI unmanned aerial system, <249 g weight, four rotor remotely operated airframe with video and photo capability	All-hazard and incidents which would benefit from an aerial perspective.	\$2,000 initial cost; \$500 annual maintenance	Refer to Novato PD policies 613.	Agency-authored orientation course; Monthly individual training; Quarterly team training.	Requires Watch Commander authorization
Category 2										
Armored Rescue Vehicle: Ford Transit-Van 350 HD (Shared with Novato PD)	Armored, wheeled vehicle. White, reflective San Rafael / Novato PD markings and red/blue lights. Equipped with a siren. Can hold a driver, equipment, and seven passengers.	1	Range 100 mi. Armor rated to .50 cal.	10 years	Four-wheeled, five-speed automatic transmission, gas engine-powered personnel carrier with ballistic glass and armor rated to .50 cal.	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents.	Shared resource with Novato PD, \$150,272.50 initial cost, \$1000 annual maintenance costs	Refer to policies 702, 703.	Agency-authored orientation course	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Category 5										
Command Trailer: 2006 Sundowner	30 foot wheeled trailer, bathroom, towable, white, reflective San Rafael Mobile Command markings	1	equipment movement, command and control mobile location	10 years	Towable, wheeled-trailer	Equipment movement / mobile dispatch, command meeting location at emergency incidents.	Purchased in 2006. \$18,727. \$500 annually maintenance cost	Refer to policies 702, 703	Class A drivers license required to tow	None
Category 7										
Breaching Projectiles: Remington TB-12BK	12 Gauge breaching rounds	100	Operational range 0-1 foot	5 years	Ballistic breaching round used to defeat a variety of structures to include exterior and interior doors.	To breach entrances beyond the capabilities of hand held / impact methods.	\$150 initial purchase for duty projectiles, less than \$50 per year for on going cost	Refer to policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Category 10										
Patrol Rifle (COLT, Olympic Arms & Knights Armament)	.223 caliber AR-15 rifle, semi automatic [Standard Issue Firearm - Patrol Application]	84	Single round	10 years	M4/AR15 semi-automatic rifle, gas operated, 16.1 inch barrel	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$884 each for initial purchase \$5,000 ongoing for maintained costs.	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Rifle: COLT (SWAT Operator)	.223 caliber M-4 semi-automatic rifle, short barrel	15	Single or multiple round option	10 years	M-4 semi-automatic rifle, 11.4 inch barrel	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$1,200 each, \$500 yearly maintenance costs.	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)

Rifle : Knights Armament SR-25	.308 Caliber semi-automatic rifle with suppressor	4	Single round only	10 years	Precision .308 caliber, gas-operated rifle	Precision Rifle team use. Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$4,460 each initial cost, \$500 yearly maintenance	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; monthly refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
.223 caliber rounds	.223 caliber rounds (Patrol Rifle Rounds)	\$10,000+	operational range 0-1000 yards	N/A	.223 caliber rounds	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$358 per 1000 rounds, \$10,000 a year for ongoing replacement costs	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3, 306.	Initial orientation course including qualification; annual recertification including qualification.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
.308 caliber rounds	.308 caliber rounds (Precision Rifle Rounds)	500+	Operational range 0-1000 yards	N/A	.308 caliber rounds	Officers may use deadly force to protect themselves or others from what they reasonably believe is an imminent threat of death or serious bodily injury.	\$450 per 500 rounds, \$450 a year for replacement rounds	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3, 306.	Initial orientation course including qualification; annual recertification including qualification.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Category 12										
Diversionary Device - Def-Tec	Diversionary Device with reloads	45	Approx. 162db at 5 feet	5 years	A reloadable unit that can be used up to 30 times.	Distraction / diversionary device to be used in high risk situations in accordance to policy.	\$35 each, no ongoing costs.	Refer to SRPD policy 300.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Diversionary Device - ALS-TRMR	Reloadable Diversionary Device (Housing unit only)	10	Approx. 172db and 1.2 PSI at 5 feet	5 years	The reloadable diversionary device can be reloaded up to 250 times. The body incorporates a safety button. Upon deployment the device's kinetic energy causes the top to move the firing pin into the primer to function.	Distraction / diversionary device to be used in high risk situations in accordance to policy.	\$250 each, replacements cost when needed.	Refer to SRPD policy 300.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Reloadable Distraction Rounds	Reloads for the ALS-TRMR distraction device, 12 Gauge muzzle bang	50	N/A	5 years	12 ga muzzle bang that produces 175dB at 5 feet	Distraction / diversionary device to be used in high risk situations in accordance to policy.	\$7.50 per box of 5. \$100 a year ongoing costs for replacements	Refer to policies 300, 303,303.9, 303.9.1, 303.9.2, 303.9.3.	Initial orientation course including qualification; annual recertification including qualification.	Operational use under the review of the SWAT Commander or appropriate team supervisor.
Tear Gas: Chemical CS / Chemical OC	Combination CS and OC irritants (Can be "thrown" or discharged via department approved delivery system)	41	Capable of deployed up to 450 feet	5 years	When utilized, the submunition will discharge the agent for approximately 20-30 seconds, on average, providing a wide area of coverage.	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk and volatile situations.	\$944.20 initial purchase and average \$500/year maintenance costs	Refer to SRPD policies 300, 303, 303.6, 303.9, 303.9.1, 303.9.2, 303.9.3, 306.	Initial Orientation course including qualification; annual ongoing training	Operational use under the review of the Watch Commander or appropriate team supervisor.
Custom Air-Powered Less Lethal Delivery System (pepper ball) - Tippman 98	Semi-automatic, single shot, compressed air powered delivery system (paint ball gun)	4	Effective range 150 Ft	10 years	.68 caliber, semi-automatic, 3000 PSI HPA (paint ball gun that is meant to discharge chemical irritant projectiles)	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk situations	\$600 Initial cost, \$150 every two years for more projectiles.	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)
Category 14										
Less than Lethal Impact Device (Multi-Use) - ALSTAC -40mm	Double action multi-shot 40 mm less than lethal weapon	1	Up to 40 yards	10 years	A double-action, multi-shot, 40mm delivery system. Designed to discharge 40mm less-than-lethal ammunition	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk situations.	\$3200 initial purchase, no anticipated ongoing costs	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3. Refer to SWAT procedures	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)

Less Lethal Impact Device (Single-Use) - ALSTAC -40mm	Double action, single shot, 40mm less than lethal weapon	12	Up to 40 yards	10 years	A double-action, single shot, 40mm delivery system. Designed to discharge 40mm less-than-lethal ammunition	Agency approved less lethal and chemical rounds to be used in accordance to policy in high risk situations.	\$740 initial purchase each, no anticipated ongoing costs	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Operational use under the review of the SWAT Commander or appropriate team supervisor. Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11)
Kinetic Energy Projectiles: 40mm (ALS 4006D)	40mm, foam-tipped kinetic energy discharged from an agency-authorized 40mm delivery device.	100+	Operational range 5-120 ft.	5 years	40mm foam-tipped projectile capable of traveling 325 fps to a maximum range of 120 feet.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	\$25.00 each and approximately \$1000 yearly for training projectiles	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Initial orientation course including qualification; annual recertification including qualification.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Shotgun: Remington 870	12 Gauge pump-action Shotgun (Orange Stock / Utilized as Less Lethal Delivery System)	51	Single round	10 years	Single shot pump-action.	To be used with Less-lethal bean bag rounds. To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	\$424 each, \$500-ongoing for maintenance costs	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).
Kinetic Energy Projectiles: 12 Gauge "bean bag" rounds	12 Gauge cotton sock discharged from an agency-authorized 12 Gauge deliver device	100+	21 feet	N/A	12ga cotton sock round capable of traveling 525 fps.	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	\$535.00 per 100, \$500 annual replacement cost	Refer to SRPD policies 300, 303, 303.9, 303.9.1, 303.9.2, 303.9.3.	Agency-authored orientation course; annual refresher.	Use is subject to the applicable policies (300.5, 300.5.1, 301, 303.11).

Military Equipment Funding, Acquisition and Use Policy

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment categories – Includes but is not limited to the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.

San Rafael Police Department

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Military Equipment Funding, Acquisition and Use Policy

12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the San Rafael Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police may designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of San Rafael Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

A current inventory of the Military Equipment is listed on the department's website; SRPD.ORG

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706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

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Military Equipment Funding, Acquisition and Use Policy

706.8 COMMUNITY ENGAGEMENT

The San Rafael Police Department will update on its website any changes to its military equipment so that it is available to members of the public. Along with updating the website, the Department will provide a link to which the community can address any comments or concerns relating to funding, acquisition, or use of military equipment.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RENEWING THE ORDINANCE ADOPTING SAN RAFAEL POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY 706

WHEREAS, Government Code sections 7071 *et. seq.* codifies Assembly Bill 481 (effective January 1, 2022) and requires legislative bodies to adopt ordinances approving military equipment use policies before law enforcement agencies can continue to engage in activities related to the funding, acquisition, or use of military equipment; and

WHEREAS, the San Rafael Police Department (“SRPD”) has military equipment in its inventory and engages in critical public safety activities in coordination with other jurisdictions on law enforcement-related matters, including safeguarding the public’s welfare and safety, working on regional task forces, conducting training exercises, providing mutual aid, and responding to emergencies; and

WHEREAS, in May 2022, the City Council of the City of San Rafael adopted Ordinance No. 2007, adding Chapter 2.52 to the San Rafael Municipal Code, to establish the requirements for approval and annual review of a military equipment policy; and

WHEREAS, in Division 3 of Ordinance No. 2007, the City Council also approved Policy 706 - Military Equipment Funding, Acquisition and Use Policy; and

WHEREAS, the SRPD Military Equipment Use Policy 706, posted on SRPD’s website since its adoption, sets forth a military equipment funding, acquisition, and use policy that is consistent with the SRPD’s current practices, complies with all requirements of the Government Code and the San Rafael Municipal Code, will continue to ensure ongoing regulation and compliance with the law going forward and will continue to provide a means of community engagement and transparency regarding use of military equipment by the SRPD; and

WHEREAS, the SRPD has posted to its website and submitted to the City Council, its AB 481 Military Equipment Annual Report for calendar year 2023, describing how its military equipment was used and its purpose, a summary of complaints or concerns, the results of any audits or violations of the policy, the total annual cost of each type of military equipment, the quantity possessed, and the intention to acquire any additional equipment in the next year; and

WHEREAS, the Government Code and the San Rafael Municipal Code require that, following receipt of the annual report, the City Council conduct an annual review of the ordinance adopting the Military Equipment Use Policy and vote on whether to renew the ordinance; and

WHEREAS, the City Council has received and reviewed the annual report and accompanying inventory list, has reviewed Ordinance No. 2007 approving San Rafael Police Department Military Equipment Use Policy 706, and has considered the requirements contained in section 7071(d) of the Government Code, and now desires to renew Division 3 of Ordinance No. 2007, approving the San Rafael Police Department Military Equipment Use Policy 706, without modification; and

WHEREAS, the City Council held a noticed public hearing at its regular City Council meeting on June 3rd, 2024 concerning this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the San Rafael City Council as follows:

1. The City Council has received and reviewed San Rafael Police Department AB 481 Military Equipment Annual Report for calendar year 2023 and the Inventory List, and reviewed Ordinance No. 2007 approving the San Rafael Police Department's "Policy 706 – Military Equipment Funding, Acquisition and Use Policy".
2. The City Council hereby finds and determines, pursuant to Government Code Section 7071(d)(1), as follows:
 - a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The acquisition and use of this equipment is part of the San Rafael Police Department's overall approach to Critical Incident Management, Use of Force, De-Escalation and public safety. The equipment will enable department members to properly respond to both planned and unplanned events efficiently and effectively.
 - b. The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties by ensuring required reporting, the opportunity for community engagement and feedback, and transparency and oversight regarding the acquisition and use of specified military equipment in the City of San Rafael.
 - c. The purchasing of equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 - d. Prior military equipment use complied with the policy that was in effect at the time of the use.
3. Based upon these findings, the City Council hereby renews Ordinance No. 2007, Division 3, approving "Policy 706 – Military Equipment Funding, Acquisition and Use Policy".

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 on the 3rd day of June 2024, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance

**Prepared by: Paul Navazio,
Finance Director
Shawn Plate, Finance Manager
Van Bach, Accounting Manager**

City Manager Approval: _____

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

TOPIC: PRELIMINARY CITYWIDE PROPOSED BUDGET FOR FISCAL YEAR 2024-25

SUBJECT: PRELIMINARY CITYWIDE PROPOSED BUDGET AND PROPOSED CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2024-25

RECOMMENDATION:

Receive report related to the Preliminary Citywide Proposed Budget for Fiscal Year 2024-25 and provide direction to staff to inform preparation of the Final Proposed FY 2024-25 Budget for adoption at the City Council meeting of June 17, 2024.

SUMMARY:

This report presents the preliminary proposed citywide budget for Fiscal Year (FY) 2024-25. This item represents the next step in the development of the City's FY 2024-25 budget and is intended to provide the City Council with the opportunity to preview the overall proposed budget as well as specific funding recommendations prior to staff preparing the final FY 2024-25 Proposed Budget for adoption by the City Council at their meeting of June 17th.

The budget is both a spending plan for the City's available financial resources and the legal authority for City departments to spend these resources for public purposes. It is through these resources that programs and services are provided and capital investments are made to meet the needs of the community. As a result, in addition to considering the constraints imposed by current and projected resources available to meet these needs, the annual budget and multi-year capital plan are aligned with the [City Council's Goals and Objectives](#) as well as fiscal policies approved by the City Council.

To balance these objectives, the budget supporting ongoing operations and service levels must be funded largely through recurring revenues, while one-time projects and capital investments are funded through a combination of recurring and one-time funding sources as well as available fund balances identified for specific projects and initiatives. Another primary objective of the budget development process is to ensure the sustainability of City programs and services through the three- to five-year planning horizon to ensure that service levels and community needs can

FOR CITY CLERK ONLY

Council Meeting:

continue to be met in the future, and that the FY 2024-25 budget does not compromise the City's long-term fiscal condition.

The Preliminary Proposed FY 2024-25 All Funds budget reflects expenditure appropriations of \$210,813,072, including operations (\$164,190,503), capital (\$33,410,763) and transfers (\$13,211,806). This level of expenditure appropriations, representing an increase of 7.8% over the original FY 2023-24 adopted budget, is supported through a combination of FY 2024-25 revenues (\$177,317,039), transfers (\$13,211,806) and available fund balances (\$20,284,227). The Preliminary Proposed FY 2024-25 budget supports an authorized staffing level of 416.34 full-time equivalent positions, unchanged from the FY 2023-24 Final Budget (and representing a net reduction of 9.72 FTE when compared to the FY 2023-24 Adopted Budget).

The Preliminary Proposed FY 2024-25 General Fund budget reflects recommended appropriations of \$112,291,757, supporting ongoing General Fund operational expenditures as well as selected one-time funding needs and transfers. This level of appropriations is supported through projected FY 2024-25 revenues of \$103,790,510 as well as use of available one-time assigned fund balance of \$8,501,247. Expenditures for City programs and services supported by the General Fund are proposed to increase by 4.3% (excluding transfers) over the levels provided for in the FY 2023-24 Adopted Budget.

Overall, the appropriations included in the Preliminary Proposed FY 2024-25 budget, as presented herein, are within the City's constitutional GANN spending limit.

This report will focus on the following key areas:

- 1) Update on FY 2023-24 revenues and expenditures through Q3 (March 31, 2024)
- 2) Preliminary Proposed Budget for FY 2024-25
 - a) All Funds Summary
 - b) General Fund
 - c) Selected Other Funds
- 3) Proposed Capital Improvement Program Budget for FY 2024-25

A separate companion staff report was presented to the City Council at their meeting of [May 20th](#) that provided a status update on progress toward the City Council's 2023-25 Goals and Objectives across Policy Focus Areas and City Service Areas. The Preliminary Proposed FY 2024-25 Budget is intended to allocate available resources to advance key initiatives and projects aligned with the City Council stated priorities, while maintaining service levels for baseline city programs, services, and operations.

ANALYSIS:

CURRENT BUDGET - FISCAL YEAR 2023-24 THIRD QUARTER UPDATE

All Funds

Table 1 provides current year (FY2023-24) revenue and expenditure results through the third quarter of the fiscal, ending March 31, 2024.

- All Funds revenues through the third quarter were recorded at \$117.65 million which represented 68.1% of the amended budget of \$172.68 million.
- All Funds expenditures for the same period were recorded at \$130.33 million, or 61.5% of the amended FY 2023-24 budget of \$211.95 million.

Table 1: All Funds Revenue and Expenditure Results (through 3/31/24)

All Funds	Adopted Budget FY 2023-24	Amended Budget FY 2023-24	Actual Results Through 3/31/24	% of Amended FY2023-24 Budget
Revenues	167,575,656	170,857,209	116,616,641	68.3%
Transfers in	1,827,461	1,827,461	1,030,439	56.4%
Total Resources	169,403,117	172,684,670	117,647,080	68.1%
Expenditures				
Expenditures	193,400,751	205,306,716	124,232,326	60.5%
Transfers out	2,207,000	6,644,483	6,094,483	91.7%
Total Appropriations	195,607,751	211,951,199	130,326,809	61.5%
Net Results	(26,204,634)	(39,266,529)		

General Fund

Revenues: The original FY 2023-24 budget, adopted on June 5, 2023, projected \$100.0 million in revenues. The Mid-Year Budget Update presented on March 4, 2024, projected year-end General Fund revenues of \$102.97 million.

- Revenue results through the third quarter of the fiscal year were recorded at 461.6 million, or 61.6% of the approved budget.
- Based on results through the third quarter, year-end General Fund revenue projections have been updated to \$103.56 million, or 3.5% above the FY 2023-24 adopted budget figure.
- Current year revenues continued to show favorable variances in property tax, interest earnings, and transient occupancy (Hotel) tax receipts, while sales tax and transfer tax revenues are slightly below budgeted levels.

Expenditures: The FY 2023-24 adopted budget reflected expenditure appropriations of \$100.0 million. The current amended FY 2023-24 General Fund budget stands at \$104.47 million, reflecting supplemental appropriations for capital projects approved by the City Council, primarily matching funds for the Pickleweed Park Improvement Project grant.

- Expenditures through the third quarter of the fiscal year were recorded at \$71.67 million, or 68.6% of the amended budget.
- Based on these results, year-end General Fund expenditures are projected at \$98.77 million, or \$5.69 million (5.5%) below the amended budget.

PRELIMINARY FISCAL YEAR 2024-25 PROPOSED BUDGET / Page: 4

- Consistent with the results presented in the Mid-Year Budget Update, these budgetary savings stem almost entirely from personnel cost savings due to the number of vacancies across all city departments.

Operating results: The projected year-end General Fund revenue and expenditure results combine to yield a net \$9.34 million increase in fund balance as of June 30, 2024. This represents a slight increase (\$0.20 million) over the year-end projections presented in the Mid-Year Budget Update.

Table 2: FY 2023-24 General Fund Results and Projections

General Fund	Adopted Budget FY 2023-24	Amended Budget FY 2023-24	Actual Results Through 3/31/24	% of Amended FY2023-24 Budget	Projected Year- End Results	Variance	
Revenues	98,189,598	98,189,598	60,591,904	61.7%	101,733,272	3,543,674	3.6%
Transfers in	1,827,461	1,827,461	1,030,439	56.4%	1,827,461	-	0.0%
Total Resources	100,017,059	100,017,059	61,622,343	61.6%	103,560,733	3,543,674	3.5%
Expenditures	97,834,123	97,820,841	65,573,374	67.0%	92,127,365	(5,693,476)	-5.8%
Operating Transfer out	2,207,000	6,644,483	6,094,483	91.7%	6,644,483	-	0.0%
Total Appropriations	100,041,123	104,465,324	71,667,857	68.6%	98,771,848	(5,693,476)	-5.5%
Net Result	(24,064)	(4,448,265)			4,788,885	9,237,150	

The projected year-end fund balances in excess of reserve levels established by City Council policy represent resources available for re-appropriation to address priority one-time funding needs and represent a significant portion of the available budget flexibility within the context of the FY 2024-25 budget and updated multi-year Capital Improvement Plan.

Specific funding recommendations related to use of available fund balances are contained in the discussion of the Preliminary Proposed FY 2024-25 Budget.

PROPOSED FISCAL YEAR 2024-25 CITYWIDE BUDGET

CITY COUNCIL'S GOALS AND OBJECTIVES

In 2023, the City Council adopted formal two-year Goals and Objectives covering FY 2023-24 and FY 2024-25. The adopted City Council Goals and Objectives serve as an important foundation for the development of the annual budget by identifying priority policy areas as well as specific projects and initiatives identified as deliverables within each focus area. One of the primary objectives throughout the annual budget process is to identify and allocate staff and financial resources, to the extent available, to advance these goals and objectives while also providing for ongoing baseline City services, programs, and operations.

The City Council's Goals and Objectives are summarized in this section to support alignment of the FY 2024-25 Proposed Budget with workplan milestones established for FY 2024-25.

Four Key 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.

Five 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, 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.

FY 2024-25 BUDGET HIGHLIGHTS

- ❖ **Citywide Budget:** The total proposed FY 2024-25 expenditure budget for the City is \$210,813,072. These appropriations are supported by FY 2024-25 revenue and other sources projected at \$190,528,845, as well as by fund balances retained from previous periods for capital projects and priority initiatives (Attachment 1, Exhibit I). The proposed FY 2024-25 appropriations reflect all new funding appropriations proposed for operations, capital projects and debt service. These appropriations do not include current year funding that is anticipated to be carried-forward to FY 2024-25 through roll-over of year-end encumbrances as well as carry-over of unencumbered capital project funding that will require separate City Council action early in the new fiscal year.
- ❖ **General Fund Budget:** The proposed FY2024-25 General Fund budget includes recommended appropriations of \$112,291,757 representing an increase of \$12.3 million over the prior year's adopted budget. The proposed General Fund budget is supported by estimated General Fund revenues (\$101,282,204), transfers in (\$2,508,306), and available fund balance (\$8,501,247).

Summary of Funding Recommendations

General Fund

The City's General Fund supports most of the major services to residents and businesses (such as police, fire suppression and prevention, planning, building, library, parks, streets, engineering, traffic enforcement, cultural programs and administration). The General Fund appropriations for FY 2024-25 total approximately \$112.3 million. These appropriations comprise \$102.0 million of operating expenditures, \$10.3 million in transfers to other funds.

Table 3 summarizes the information provided in Exhibit II and presents the proposed FY 2024-25 budget with a comparison to the projected FY 2023-24 budget. The table presents the year-over-year change in revenues and expenses, as these are key metrics.

Table 3: Comparison of FY 2023-24 Adopted and FY 2024-25 Proposed General Fund Budget

General Fund	Adopted FY 2023-24	Proposed FY 2024-25	\$ Change from previous year	% Change from previous year
Revenues	\$ 98,189,599	\$ 101,282,204	\$ 3,092,605	3.1%
Transfers in	1,827,461	2,508,306		
Total Resources	\$100,017,060	\$ 103,790,510	\$ 3,773,450	3.8%
Expenditures	\$ 97,834,140	\$ 102,033,257	\$ 4,199,117	4.3%
Transfers out – operating	2,207,000	10,258,500		
Total Operating Uses	\$100,041,140	\$ 112,291,757	\$ 12,250,617	12.2%
Net Results	\$ (24,080)	\$ (8,501,247)		
Use of Prior Period Funds				
<i>Liability Fund - Premiums/Claims</i>		2,000,000		
<i>Capital Fund - Future CIP Projects</i>		2,000,000		
<i>Capital Fund - Paving Streets/Roads</i>		1,000,000		
<i>Vehicle Replacement - Replenish Fund</i>		1,000,000		
<i>Public Safety Equipment Replacement</i>		500,000		
<i>Stromwater Fund - SQPS/Master Plan</i>		985,000		
<i>Enterprise Resource Planning Project</i>		1,000,000		
<i>Racial Equity Initiatives</i>		500,000		
		\$ 8,985,000		
Net of Use of Prior Period Funds	\$ (24,080)	\$ 483,753		

Revenues and transfers available to support the FY 2024-25 General Fund budget are projected to be \$3.77 million higher than the FY 2023-24 adopted budget, but slightly below the projected General Fund revenue estimate of \$103.7 million. This is mainly due to conservative projected growth in major revenue items such as property tax and transient occupancy tax, a small projected decrease in sales and use taxes as well as one-time revenues included in the current year budget.

The Proposed FY 2024-25 Budget operating expenditures within the General Fund represent an increase of \$4.2 million (4.3%) over the prior year’s adopted budget. The majority of this increase is due to funding compensation costs resulting from new collective bargaining agreements anticipated to be reached with all of the City’s represented and unrepresented bargaining groups. These new collective bargaining agreements are anticipated to result in an increase in personnel costs of approximately \$4.5 million, offset by \$2.0 million in salary savings (due to vacancy factor) being built into the FY 2024-25 budget.

The FY 2024-25 Proposed budget includes a limited amount of new expenses, which are listed below. Many of these expenses are related to the increasing cost of providing services, including increased costs of water, power, fleet management, dispatch services, and technology upgrades.

General Fund FY 24-25 New Expenditure Recommendations

Recurring:

• Board and Commission Stipends	\$ 50,000	City Manager / Council
• Translation & Interpretation Services	\$ 50,000	City Manager / Council
• Axon Contract (Renewal)	\$275,000	Police
• Utilities / City Facilities	\$ 61,000	Public Works
• Marin Fire Dispatch Agreement	<u>\$ 65,323</u>	Fire
	\$501,323	

One-Time:

• Public Records Act Requests	\$100,000	City Clerk / City Attorney
• County Admin Fee - MCSTOPP	\$ 50,000	Public Works
• Encampment Clean-up	\$ 90,000	Public Works
• Parks Maintenance (irrigation/trees, etc.)	\$ 250,000	Public Works
• Fleet / Fuel	\$ 65,000	Public Works
• Fleet / State-Mandated Testing Equip	\$ 13,000	Public Works
• Fleet / Outside Repairs	\$ 20,000	Public Works
• Flock Safety Contract	<u>\$ 57,500</u>	Police
	\$ 645,500	

In addition, the FY 2024-25 Proposed Budget includes recommending transfers out of the General Fund to support other funds (i.e., liability, capital, vehicle/equipment replacement funds), that have been historically underfunded, totaling \$10.3 million to support programs and services funded through various special revenue, capital and internal service funds as well as allocation of available General Fund fund balance previously assigned for specific purposes, as follows:

Operating Transfers:

• Recreation Revolving Fund	\$2,420,000
• Measure E Projects	353,000

Use of Prior Period Funds (Fund Balance):

• Liability / Self-Insurance Fund	\$2,000,000
• Capital Projects Fund	2,000,000
• Capital Fund – Storm Water projects	935,000
• Capital Fund – Paving Streets/Roads	1,000,000
• Vehicle Replacement Fund	1,000,000
• Fire Equipment Replacement Fund	250,000
• Police Equipment Replacement Fund	250,000

Finally, an additional \$1.5 million in available fund balances is proposed for appropriation within the FY 2024-25 Proposed general Fund budget for the following priority initiatives:

Use of Prior Year Funds (Fund Balance):

• Enterprise Resource Planning Project (Tyler Technologies)	\$1,000,000
• Racial Equity Initiatives	500,000

The appropriations are supported by \$101.3 million in projected revenues and transfers from other funds. The \$2.51 million of transfers include:

- \$650,000 from Gas Tax Fund to reimburse street maintenance personnel costs
- \$500,000 from Parking Services Fund to cover administrative support costs
- \$680,313 from Employee Benefits Fund for Pension Obligation Bond debt service
- \$700,000 from Cannabis Fund to support costs associated with the City's SAFE Team program

Revenue Trends and Assumptions:

Property Tax:

Property taxes (secured) are currently projected to increase by 5.3 percent over the original FY 2023-24 budget, to a total of \$26.7 million. The increase is primarily due to growth in the overall property tax roll as well as an increase in the excess Educational Revenue Augmentation Fund (ERAF) payments and incorporates the estimated impact of State budget proposal to re-allocate a portion of excess ERAF payments to support charter schools. Property tax-related revenues account for 30 percent of the City's General Fund revenues.

Sales and Transaction & Use Tax:

Sales and use taxes are projected to remain mostly stable with a small decrease over the next fiscal year. Staff are projecting recurring sales tax revenues to remain relatively flat from FY 2023-24 to FY 2024-25 at \$25.25 million. Sales taxes account for approximately 26 percent of the City's General Fund revenues.

Revenues from the Measure E Transactions & Use Tax, which applies to most local retail sales, are estimated to increase slightly to \$14.52 million. Consistent with the direction provided by the City Council in [May of 2014](#), the additional one-quarter percent sales tax revenues provided by Measure E, effective April 1, 2014 through March 31, 2034, are dedicated to funding major construction and improvements to public safety facilities (also referred to as the [San Rafael Essential Facilities](#) project).

Measure E revenues account for about 15 percent of the City's General Fund revenues. Revenues from the Measure R Transactions & Use Tax are projected to generate \$4.8 million and represent about 5 percent of the City's General Fund revenues. Altogether, sales and use taxes comprise 46 percent of the City's General Fund revenues.

Other General Fund Revenues:

Other revenues (including Business Tax, Transient Occupancy Tax, development fees, permits, and charges for services) are projected to show a modest increase of 3.2 percent when compared to the prior year's budget. The major contributors to this increase in year-over-year revenues are interest earnings, Transient Occupancy Tax receipts and franchise fee payments.

Expenditure Trends and Assumptions:

The expenditure growth reflected in the FY 2024-25 Proposed budget stems primarily from increased personnel costs anticipated as a result of new collective bargaining agreements. These increases are a direct result of a concerted effort to enhance the City's recruitment and retention efforts in an exceptionally competitive labor market.

General Fund budgeted contributions to the Marin County Employees Retirement Association (MCERA) are projected to increase by \$600,000, or 3.3 percent, compared to the previous year. Overall, a slight decrease in employer contribution rates for FY 2024-25 are offset by increases in pensionable compensation resulting from anticipated collective bargaining agreements. In FY 2022-23, the City Council approved a one-time transfer of \$1.1 million to the Employee Retirement Internal Service Fund to ensure continuity of programs over the long-term. The fund is adequately supported at this time and staff are not proposing an additional transfer for FY 2024-25. Pension expenses across all funds are budgeted at \$24.58 million representing approximately 25 percent of total citywide personnel budget.

Other Funds Highlights

Special Revenue Funds

These funds have restricted uses based on their respective sources. While several special revenue funds are generally entirely self-supporting, many also require varying levels of contribution from the City's General Fund in order to support programs, services and projects. The following section presents FY2024-25 Proposed Budget highlights:

EMS/Paramedic Fund

The Emergency Medical Services/Paramedic Fund has planned expenditures of \$9.6 million for the upcoming fiscal year, supported by \$9.6 million in revenues of which \$5.3 million, or 59 percent, comes from the Paramedic Tax. The balance of the funding of this activity comes primarily from third-party recovery for emergency medical response and transport services. As of [April 17, 2023](#), tax rates have reached their tax ceiling for all participating areas impacted by the Paramedic Services Special Tax.

The FY 2024-25 Proposed Budget reflects the incremental cost of the agreement to transition to the new consolidated Marin County Fire Dispatch model. The EMS/Paramedic fund includes an additional \$106,500 representing 27% of year one costs, with the balance covered by the General Fund.

The EMS/Paramedic Fund is projected to retain \$2.2 million in unallocated fund balance on June 30, 2025. This balance serves as an operational reserve. Funds not needed for the operations reserve are used to fund capital improvements that directly support the delivery of emergency medical transport services.

Cannabis Business Tax Fund

The City's Cannabis Business Tax is also reported in a special revenue fund. San Rafael has several licensees in active commerce. The City anticipates the receipt of \$225,000 in cannabis business tax revenues for the FY 2024-25, of which the fund will incur \$170,385 in qualifying expenses. Revenues are projected to remain well below results from prior years due to challenging market conditions for cannabis businesses and the temporary two-year decrease in the local cannabis tax rate for delivery retail permits from 4 percent to 2 percent enacted by the City Council on [November 7, 2022](#). The fund has historically carried a fund balance of prior year savings to allocate to new projects. On [January 17, 2023](#), the City Council approved the use of cannabis tax revenues to support the pilot of the City's Specialized Assistance for Everyone

(SAFE) team. A transfer of \$700,000 from the Cannabis Fund to the General Fund is included in the FY 2024-25 Proposed Budget to cover majority of contract costs for SAFE.

Measure A - Open Space

The Measure A Open Space Program was renewed by voters in June 2022. Funding for this program is primarily provided by a nine-year, county-wide sales tax that is managed by the County of Marin, with the City providing discretionary contributions as needed. A total of \$937,500 is being proposed to be expended during the year to fund project initiatives, which would include the following projects:

- \$52,500 for the Terra Linda Park and Community Center Enhancement Plan. Previously, the City allocated \$150,000 of Measure A funding to this project in FY 2023-24. This additional funding will support topographic survey work to better inform the planning project already underway.
- \$725,000 for construction of the playground at Peacock Gap Park and affiliated pathway and accessibility improvements.
- \$60,000 to install interim play equipment at Boyd Park.
- \$100,000 for a Trails Existing Condition & Feasibility Study. This project was proposed in the FY 2023-24 Measure A Work Plan, however due to competing priorities the work has not yet begun on this study. Staff anticipate this project will be completed in FY 2024-25 as part of an Open Space Management and Wildfire Mitigation planning project.

Measure D – Library Parcel Tax

Measure D, the successor library parcel tax to Measure C, is entering its eighth year. This special revenue source has successfully expanded service levels relative to those established under Measure C (the previous library parcel tax). The purpose of the tax is to “augment the capacity of the City of San Rafael to provide quality library services to its residents.” Measure D provides for expanded book and periodical purchases, including e-books; funds events and classes for all ages, and provides supplementary technology supplies. Capital reserves were established under Measure C (previous library parcel tax) for facility-related uses.

The FY 2024-25 Proposed Budget includes \$670,000 in funding augmentations in Measure D funding supporting Library services itemized below. These augmentations support work to be performed at the Main Branch Library and the related costs of temporary relocation during construction activities.

- | | |
|---|-----------|
| • Temporary Location (rental) for Main Branch | \$100,000 |
| • Operational Assessment and Temporary Operations | 50,000 |
| • Automated Materials Handling / shelving / furniture | 400,000 |
| • Library program supplies | 10,000 |
| • Digital Services | 20,000 |

Recreation Revolving Fund

The FY 2024-25 Proposed Budget includes appropriations totaling \$4.93 million which is supported through recreation program revenues of \$2.25 million and a operating transfer from the General Fund of \$2.42 million. General Fund support to the Recreation Revolving Fund reflects an increase of \$220,000 (10%) over the level of support provided in the current year budget, due

to program costs increases that exceed the increase in program revenue as provided per the Master Fee Schedule (wherein fee increases are capped at 2.4%, based on the applicable Bay Area CPI index). Staff will be evaluating possible adjustments to fees to ensure program revenues continue to meet cost-recovery targets.

Childcare Fund

The Childcare Fund is proposed to include expenditure appropriations of \$3.30 million for FY 2024-25 supported by program revenues of \$3.20 million and use of \$98,000 in available fund balance. While the Childcare Fund generally operates under full-cost recover, personnel cost for FY 2024-25 are expected to exceed the program revenues tied to fee increases established in Master Fee Schedule approved by the City Council on [December 19, 2022](#). A modest fee adjustment will be required to maintain full cost-recovery for the fee-supported Childcare program.

Measure C – Marin Wildfire Prevention

Activities supported by the Measure C – Wildfire Prevention Fund are funded by a ten-year parcel tax managed by the Marin Wildfire Prevention Authority, a Joint Powers Authority (MWPA). The City of San Rafael is expected to receive \$3.35 million in revenues to support coordinated wildfire prevention including early detection, warning and alerts; reducing vegetation; ensuring defensible space around homes, neighborhoods and critical infrastructure; and improving disaster evacuation routes/procedures. Included in this funding allocation is \$1.35 million representing CORE MWPA programs administered by the City of San Rafael and reimbursed by the MWPA.

Grants - Homelessness

The FY2024-25 Proposed Budget includes appropriations totaling \$1.08 million to support efforts to address the impacts of homelessness. These funds represent state funding (Sen. McGuire) and County of Marin matching funds allocated to the City for specific programs and initiatives including case management services, encampment management and clean-up, as well as funding to evaluate feasibility of developing interim housing for unhoused individuals. The City anticipates accessing additional funding (up to \$6.2 million) from the State's Encampment Resolution Funding (ERF-3) grant program, pending final allocations of grant funds awarded to the County of Marin. The City remains dependent on State and County funding to address homeless-related programs and projects.

Other significant funds within the Special Revenue category include Gas Tax and Storm Water Funds. The spending plans for these funds were developed in conjunction with the Capital Improvement Program. In the absence of a dedicated funding source to support Storm Water Fund maintenance and capital needs, the General Fund has been required to support these activities totaling \$935,000 in the FY 2024-25 Proposed Budget. Appropriations for new CIP projects are included in the Proposed Budget and discussed in the Capital Improvement Plan section of this report.

Enterprise Funds

Parking Fund

The Parking Fund is a self-sustaining enterprise fund whose revenues are dedicated to parking services. Currently, parking operations are funded via parking fees and fines, and fund balance is the only resource with which to cover capital improvements. The FY 2024-25 Proposed budget

for this fund is \$4.79 million, inclusive of operating transfers, supported by \$4.8 million in revenues. The Parking Fund appears to have successfully rebounded from the negative effects of the pandemic and reflects a slight increase in fund balance for the new fiscal year.

Internal Service / Capital Equipment Replacement Fund

These funds are used to manage services that are delivered within the organization. For example, computer replacement, employee benefits, workers compensation, general liability, capital replacement, technology replacement and vehicle replacement are funded via internal charges to the funds that utilize these respective services. The following reflects highlights of the FY 2024-25 Proposed Budget within selected Internal Service Funds:

Building Maintenance Fund

- HVAC Deferred Maintenance, Janitorial Contracts and Fire Safety Security Improvements \$200,000

Vehicle Replacement Fund

- Vehicle Replacements per Replacement Schedule \$221,439

Technology Fund

The FY 2024-25 Proposed Budget includes the following technology investments in the new fiscal year:

- Increased annual software support costs \$401,152
- Implementation of new Technology Projects 565,000
- Infrastructure Enhancement Projects 670,000
- ERP Implementation 588,054
- Human Resources Process Automation 84,000

Police Equipment Replacement Fund

- Canine Training \$ 30,000
- Police Operations Vehicle 247,000

Liability / Self Insurance Fund

- Increased funding for Insurance Premiums and Insurance Pool contributions \$ 845,000
- Increased funding for claims/settlements 1,500,000

Capital Improvement Program (CIP)

The CIP is a multi-year planning tool used to identify and implement the City's capital needs over a three-year period. As part of the annual budget process, staff updated the multi-year CIP for FY 2024-25 through FY 2026-27. The first year, FY 2024-25, of the updated plan informs the new capital budget appropriations to be included as part of the FY 2024-25 Adopted Budget. See Attachment 2. In addition, as part of the fiscal year-end process which concludes in early Fall, staff will be seeking City Council authorization to carry-forward capital project appropriations for projects funded in the current fiscal year, to the extent that these funds are required to complete

projects currently in process. Funding approved for carry-over into the new fiscal year will supplement the capital project funding approved with the FY 2024-25 Adopted Budget.

The annual update of the multi-year Capital Improvement Plan involves several steps:

- 1) Starting with the review of the latest Council-approved multi-year capital plan for currently active and previously planned projects, and updating project cost estimates and funding sources, as appropriate.
- 2) The capital plan is then updated to reflect new projects. These may include projects previously identified as “unfunded,” projects identified through various master plans, projects supporting infrastructure projects being undertaken by other agencies, and projects requested by the broader community.
- 3) The updated list of capital improvement projects is then evaluated based on established ranking criteria, with the highest-ranked projects being included in the multi-year plan within the constraints of funding availability and staff capacity.
- 4) Projects that are not reflected in the updated multi-year capital plan are retained on the list of infrastructure needs as either “future year” or “unfunded” projects.

The resulting CIP planning document summarizes the City’s planned capital and infrastructure improvement projects, including estimated cost, funding sources, and ranking scores following analysis and coordination with other City departments to ensure that all department needs are represented.

Project selection and priority is based on recommendations by a working group representing various City departments and existing planning documents to accommodate high priority needs, which focused on life/safety, maintenance and repair, equity, community and City Council input, and other factors. The CIP is intended to provide a comprehensive three-year project list for the City’s known capital and infrastructure needs.

The general categories within the CIP are as follows:

- **Annual Programs:** 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.
- **Building/Facilities:** City-owned properties include buildings (e.g., City Hall, libraries, recreation centers, etc.) and facilities (e.g., pump stations), parking garages and lots.
- **Parks:** Park infrastructure and facilities including playgrounds, recreation equipment, and restrooms.
- **Storm Drain:** Storm drain systems include conveyance of storm drainage, catch basins, manholes, and the City’s twelve stormwater pump stations.
- **Transportation:** Streets improvements including construction, resurfacing, and maintenance of existing roadways, intersections, and bicycle and pedestrian facilities, such as bike lanes and sidewalks. This category also includes streetlight, traffic-related, and traffic signal improvements, which include enhancements that increase traffic flow and capacity, improve circulation, and expand bicycle and/or pedestrian thoroughfare

beyond the existing facilities in place (e.g., new multi-use pathways and the expansion of existing sidewalks).

Proposed FY 2024-24 Capital Improvement Project Highlights

The proposed Capital Improvement projects listed below have been included in the City's [Infrastructure and Transportation Work Plan](#) that was reviewed at the City Council meeting on May 20, 2024, and will be considered by the City Council for adoption at the June 17th Council meeting.

1. Citywide Bicycle and Pedestrian Plan
2. Citywide Building and Facilities Plan
3. Citywide Storm Drain Plan
4. Vision Zero Action Plan
5. Childcare Portable Building Replacement (Pickleweed)
6. Pickleweed Branch Library Redesign
7. Peacock Gap Park Playground Improvements
8. Pickleweed Park Enhancement & Field Renovation
9. Large Trash Capture Projects – 5 locations (Marin Countywide Stormwater Pollution Prevention Program)
10. Canal Active Transportation Experience Improvements
11. Fourth St/Miracle Mile at Second Street and West Crescent Drive
12. Lincoln Avenue Safety Improvements
13. San Rafael Canal Crossing
14. South Merrydale Road – Civic Center Connector Pathway

The following table summarizes the funds that provide the majority of resources available to support the City's Capital Improvement Program (CIP):

Table 3: CIP Funding Sources

Fund #	Fund Name	Description
205	Stormwater Fund	Established to fund stormwater maintenance, programs, and improvements throughout the City. Fund #205 receives annual revenues from the City's Stormwater Activity Fee (Municipal Code Chapter 9.40).
206	Gas Tax; Measure AA; Senate Bill 1 Funds; Traffic Mitigation Fee	<p>The Gas Tax is revenue collected and subsequently distributed by the State of California based on a percentage tax on each gallon of gas purchased in San Rafael. Gas Tax may be used for capital projects or maintenance on local streets, roads, traffic, and bicycle/pedestrian facilities. Additionally, local sales tax, passed by voters in 2018 as Measure AA, contributes to a portion of this fund for roadway improvement projects. This fund also includes revenue from the Refuse Regulatory Fee and Construction Impact Fee.</p> <p>Traffic Mitigation Fees are charged to a developer in connection with the approval of a private land development project with the purpose of offsetting or subsidizing public improvements made necessary by the private development. The City utilizes Traffic Mitigation Fees for circulation-related projects identified in the General Plan.</p>
241	Measure A	Measure A is a nine-year ¼ percent Transactions and Use Tax managed by the County of Marin and re-approved by voters in June 2022. The tax is restricted to care for parks and open spaces. The Department of Library and Recreation prepared the Measure A work plan for FY 2024-25 based on the recommendations provided in the 2023 Citywide Parks and Recreation Master Plan and through consultation with the Parks and Recreation Commission.

Fund #	Fund Name	Description
401	Capital Improvement Fund	The Capital Improvement Fund is funded primarily through the City's General Fund and provides discretionary funding support for capital projects that lack a dedicated funding source as well as projects where either a local match or supplemental funding is required. Transfers from the General Fund to the Capital Improvement Fund stem primarily from available year-end fund balances in excess of the City's reserve policy requirement.
420	Essential Facilities Fund	The Essential Facilities Fund was established by the City Council in order to allocate one-third (\$0.25) of the City's Measure E (\$0.75) Transaction and Use Tax receipts to support capital investments to replace or renovate essential facilities supporting public safety operations.
603	Building Maintenance	The Building Maintenance Fund supports routine maintenance and capital projects associated with the City's buildings, parks and other facilities. The Building Maintenance Fund is an internal revenue fund, which means General Fund monies are the sole source of revenue.

While a majority of the FY 2024-25 CIP projects are grant-funded (approximately \$14.7 million), the respective grant match and non-grant funded projects are paid for through Funds 205 (Stormwater), 206 (Gas Tax/Traffic Mitigation), 241 (Parks Measure A), 401 (Capital Improvement) and 603 (Building Maintenance). Funds 205, 206, and 603 also have their respective operating budget which consists of expenses related to maintenance of infrastructure, equipment purchasing, miscellaneous contractual services, annual programs, and other non-project related work. After deducting the operating budget from the total available funding in Fund 206, approximately sixteen percent of the projected FY 2024-25 revenues are not budgeted and remains as reserves in the fund balance to provide a buffer for unanticipated expenses which may arise mid-year. The Stormwater Fund (205) and Building Maintenance Fund (603) do not include additional reserves beyond the available fund balance.

As has been noted in prior year CIPs, the long-term capital and infrastructure improvement needs for City-owned property, parks, and drainage far exceed the available revenues each year. Therefore, a considerable number of projects are identified as real capital and infrastructure needs (and maintained on the CIP project list) but are categorized as "unfunded". City staff continue to actively pursue grant funding, congressional earmarks, and other infrastructure funding sources. Many of these funding sources require a local funding match. If the City's effort to obtain grant funding is successful, the projects with secured funding will be re-evaluated for their ranking on the CIP projects list.

As a part of the annual CIP, the Department of Public Works also recaps major projects completed in the prior fiscal year (July 1, 2023 – June 30, 2024), including but not limited to:

1. FY 2023-24 Corrugated Metal Pipe Replacement
2. North San Rafael Pavement Maintenance project
3. Rotary Manor Culvert Replacement
4. Grand Ave Cycle Track
5. Southern Heights/Pearce Retaining Wall
6. Third St Safety Improvements
7. Third St Rehabilitation
8. Spinnaker Point/Baypoint Dr Parking Striping
9. Bryn Mawr Storm Drain Replacement
10. Albert Park Fence Installation

Projects pending completion include:

1. San Quentin Pump Station Reconstruction
2. B Street Culvert Replacement
3. Downtown Library Modernization
4. Canal Neighborhood Parking Striping
5. Los Gamos Dr Striping Phase 2
6. Annual Traffic Signal Backup Battery Replacement
7. Annual Sidewalk Repair

Summary of FY2024/25 Proposed Capital Improvement Program Budget

Category	FY 2024-25
Annual Programs – Capital *	\$5,632,723
Buildings / Facilities	
<i>Buildings</i>	\$1,437,287
<i>Library</i>	\$4,357,059
<i>Recreation</i>	\$250,000
<i>Sub-Total Facilities</i>	\$6,207,059
Parks	\$9,417,500
Transportation	\$10,511,828
Stormwater	\$1,641,653
*TOTAL	\$33,410,763

Funding Sources	FY 2024-25
General Fund / Capital	\$9,215,000
Storm Water Fund	\$1,376,653
Gas Tax Fund	\$15,011,838
Measure A	\$937,500
Library Revolving Fund	\$4,357,059
Traffic Mitigation Fund	\$100,000
Building Improvement Fund	\$2,412,713
TOTAL	\$33,410,763

**Figures exclude operations and maintenance costs reflected in Annual Programs shown in Attachment 2.*

Status of Pension Funding

The City's [Pension Funding Policy](#) requires that the Finance Director and City Manager report on the status of pension funding as part of the annual budget adoption process.

The most recent pension actuarial valuation was prepared as of June 30, 2023, and approved by the MCERA Board in February 2024. This valuation was used to determine the contribution rates for FY 2024-25. The composite rate for the City of San Rafael will be 55.83 percent, a 0.93 percent decrease from the current rate of 56.76 percent. The budgeted pension contribution for FY 2024-

25 provides full funding for the required contribution. The rate for public safety employees decreased from 69.44 percent to 68.90 percent, a decrease of 0.54 percent. The rate for miscellaneous employees decreased from 44.37 percent to 43.08 percent, a decrease of 1.29 percent. The valuation also reported an unfunded actuarial liability of \$115 million for the City, representing a funded ratio of 83.1 percent.

MCERA's investment target (discount rate) remained at 6.75 percent during the measurement period. The City has dedicated a portion of its employee retirement reserve to buffer the impact of any unexpected increases. This reserve, which is projected to total \$1.7 million at the end of FY 2023-24, is also used to accumulate payments for debt service on the \$4.5 million pension obligation bonds issued in 2010 and for optional, supplementary payments to MCERA.

Status of Other Postemployment Benefit (OPEB) Funding (Retiree Healthcare)

The City's OPEB Funding Policy was adopted on [September 18, 2017](#). The policy cites the City's goal of fully funding the Actuarially Determined Contribution (ADC) each year. The budgeted OPEB contribution for FY 2023-24 provides full funding for the required contribution. The contribution is based on an investment target (discount rate) of 6.25 percent. The most recent actuarial valuation, as of June 30, 2023, reports \$27 million in plan assets offset by \$47.8 million in actuarially accrued liabilities, leaving an unfunded actuarial liability of \$20.8 million. The City's ADC for FY 2024-25 is \$2.8 million.

General Fund Balance and Reserves

Under the proposed FY 2024-25 budget, staff is recommending updating the City's General Fund Reserve Policy from 10% to 15% of operating expenditures. The FY 2024-25 proposed budget would result in achieving this increased reserve level totaling \$15.27 million, as of June 30, 2025. The increased reserve level is intended to better align with best practices (the Government Finance Officers' Association recommends 17%), as well as policy reserve levels established by several comparable agencies. In addition, the recommended reserve level is intended to be allocated as follows:

- Economic Uncertainty – 5% (to buffer against volatility in revenues during economic downturns/recessions)
- Emergency Reserve – 10% (to provide from unexpected/unplanned expenditures)

In addition, the City's capital reserve is proposed to be increased from \$600,000 to \$1,000,000 as part of the FY 2024-25 Proposed Budget. This reserve serves as a buffer against unanticipated capital projects needed that may require supplemental support from the General Fund.

The updated General Fund reserve policy being prepared for City Council consideration at the meeting of June 17, 2024 includes the following components:

- Recommended reserve policy levels at 15%
- Allowable Uses of reserve balances
- Process for restoration of reserve balances (when used)
- Policy guidelines for allocation of year-end excess fund balance (exceeding reserve policy levels).

Based on the projections and recommendations contained in the FY 2024-25 Proposed Budget, the General Fund budget is effectively balanced with ongoing revenues supporting ongoing

appropriations. As noted in this report, a significant allocation of available fund balances (\$8.59 million) is proposed to be either transferred to various special revenue and capital project funds and or appropriated in the budget year for priority one-time projects and expenses.

STAFFING

The FY 2024-25 Proposed Budget recommends maintaining authorized staffing levels at 416.34 Full-Time Equivalent positions. This staffing level is consistent with the adjusted FY 2023-24 staffing levels, reflective of adjustments approved by the City Council since adoption of the FY 2023-24 budget, which authorized a total of 426.06 positions.

Through the process of developing the Proposed FY 2024-25, the Human Resources Department implemented the following classification adjustments as warranted to provide for effective management and delivery of City services.

1) Public Works

- a. The Deputy Director position has been retitled to a Deputy Public Works Administrative Director with the goal of providing strategic oversight and leadership of the Department of Public Works administrative activities. This position will lead, direct and implement cross departmental programs and projects and provide highly complex staff assistance to the Public Works Director.
- b. Create a new classification of Operations & Maintenance Superintendent in order to provide holistic oversight of all operations & maintenance activities across facilities, streets, parks, and fleet functional areas. This position is distinguished from the Operations & Maintenance Manager in that the manager is responsible for the overall administrative direction of the operations division, while the Superintendent oversees the operations of these programs through subordinate single-division supervisors.

2) Digital Services & Open Government

- a. Retitle the Civic Design Manager classification to Civic Engagement Manager to highlight the position's focus on developing and managing the City's comprehensive civic engagement programs and overseeing community engagement projects and processes. The job description has been updated to more accurately reflect the work performed and the salary range will remain the same therefore there is no cost associated with this change.

These changes will not result in an increased cost or additional positions, as the changes will be covered through existing vacancies and internal promotions.

FISCAL IMPACT: The preliminary Fiscal Year 2024-25 budget has been prepared for all funds. Funding sources are sufficient to support the preliminary spending plans presented. There is no fiscal impact associated with acceptance of this report.

RECOMMENDATION: Receive report related to the Preliminary Citywide Proposed Budget for Fiscal Year 2024-25 and provide direction to staff to inform preparation of the Final Proposed FY 2024-25 Budget for adoption at the City Council meeting of June 17, 2024.

ATTACHMENTS:

1. Summary of FY 2024-25 Preliminary Proposed Budget
 - a. Exhibit I – FY 2024-25 All Funds Proposed Budget (Revenues, and Expenditures) with comparison to FY2023-24 Adopted Budget
 - b. (Revenues and Expenditures by Fund
 - c. Exhibit II – FY 2024-25 General Fund Proposed Budget (Revenues, and Expenditures) with comparison to FY2023-24 Adopted Budget
 - d. Exhibit III – FY 2024-25 Proposed Budget (Revenues and Expenditures by Fund)
 - e. Exhibit IV – Summary of FY 2024-25 Authorized Staffing (Full-Time Equivalents)

2. Proposed Capital Improvement Program Budget Summary: FY 2024-25

**ALL FUNDS
PROPOSED BUDGET FY 2024-25
Revenues and Expenditures**

EXHIBIT I

	FY23-24 Adopted Budget	FY24-25 Proposed Budget	%	\$ Change
REVENUES & OTHER SOURCES				
Taxes	\$ 89,695,156	\$ 92,203,844	2.8%	\$ 2,508,688
Licenses and Permits	2,855,788	2,950,488	3.3%	94,700
Fines and Forfeitures	2,639,740	2,703,400	2.4%	63,660
Use of Money	532,248	4,316,047	710.9%	3,783,799
Intergovernmental	21,030,007	34,257,592	62.9%	13,227,585
Charges for Services	20,539,268	21,895,413	6.6%	1,356,145
Other Revenues	26,080,350	18,990,255	-27.2%	(7,090,095)
Transfers In	6,029,561	13,211,806	119.1%	7,182,245
TOTAL SOURCES	\$ 169,402,117	\$ 190,528,845	12.5%	\$ 21,126,728

EXPENDITURES AND OTHER USES

Expenditures by Department

Finance	3,623,005	4,106,626	13.3%	483,621
Non-Departmental	10,678,383	11,971,375	12.1%	1,292,992
City Manager/City Council	3,602,499	4,925,600	36.7%	1,323,101
City Clerk	581,169	783,037	34.7%	201,868
Digital Service	6,181,966	7,293,970	18.0%	1,112,004
Human Resources	12,846,036	15,447,709	20.3%	2,601,673
Parking	3,873,776	4,207,107	8.6%	333,331
City Attorney	1,327,403	1,452,736	9.4%	125,333
Community Development	9,233,460	8,671,825	-6.1%	(561,635)
Police	28,517,599	29,611,936	3.8%	1,094,337
Fire	35,594,756	38,515,080	8.2%	2,920,324
Public Works	54,273,508	49,769,988	-8.3%	(4,503,520)
Library	9,141,598	9,763,573	6.8%	621,975
Recreation	9,117,457	9,855,741	8.1%	738,284
Economic Development	927,704	1,224,963	32.0%	297,259
Transfers out	6,029,561	13,211,806	119.1%	7,182,245

TOTAL USES	\$ 195,549,881	\$ 210,813,072	7.8%	\$ 15,263,191
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NET OPERATING RESULTS	\$ (26,147,764)	\$ (20,284,227)	-22.4%	\$ 5,863,537
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Expenditure Category	FY23-24 Adopted Budget	FY24-25 Proposed Budget	%	
Salaries	\$ 53,680,487	\$ 56,841,038		
Fringe Benefits	42,521,368	42,928,249		
<i>Sub-Total Personnel</i>	<i>\$ 96,201,855</i>	<i>\$ 99,769,287</i>	3.7%	\$ 3,567,432
Services	34,009,594	56,284,093	65.5%	22,274,499
Supplies	3,793,381	4,150,738	9.4%	357,357
Utilities/Communications	2,770,214	3,077,950	11.1%	307,736
Other	3,371,644	4,203,810	24.7%	832,166
Debt Service	5,390,815	5,603,882	4.0%	213,067
Assets Purchased	34,834,776	14,522,998	-58.3%	(20,311,778)
Internal Service Charges	9,148,042	9,988,508	9.2%	840,466
Transfers	6,029,561	13,211,806	119.1%	7,182,245
Total Appropriations	\$ 195,549,881	\$ 210,813,072	7.8%	\$ 15,263,191

**GENERAL FUND
FY 2024-25 PROPOSED BUDGET
Revenues and Expenditures**

EXHIBIT II

	FY23-24 Adopted Budget	FY24-25 Proposed Budget	% Change	\$ Change
REVENUES & OTHER OPERATIONAL SOURCES				
Taxes				
Property Tax and related	\$ 25,351,496	\$ 26,698,822	5.3%	1,347,326
Sales Tax	25,414,990	25,253,524	-0.6%	(161,466)
Sales Tax -Measure E	14,487,000	14,520,000	0.2%	33,000
Sales Tax -Measure R	4,829,000	4,840,000	0.2%	11,000
Franchise Tax	4,270,000	4,700,000	10.1%	430,000
Business Tax	2,602,000	2,600,000	-0.1%	(2,000)
Transient Occupancy Tax	3,100,000	3,900,000	25.8%	800,000
Other Agencies				
CSA #19 Fire Service	2,515,788	2,591,262	3.0%	75,474
VLF Backfill	7,000,000	7,560,009	8.0%	560,009
Other Agencies (Prop 172, Owner Prop Tax, State Mandate, Other agencies)	1,853,633	1,557,133	-16.0%	(296,500)
Other Revenues				
Permits & Licenses (building, electrical, encroachment, use, alarm)	2,855,788	2,950,488	3.3%	94,700
Fine & Forfeitures (traffic, vehicle, etc.)	212,740	203,400	-4.4%	(9,340)
Interest & Rents (investment earnings, rents, etc.)	456,900	1,069,558	134.1%	612,658
Charges for Services (includes dev't fees and plan review)	2,645,764	2,480,008	-6.3%	(165,756)
Other Revenue (damage reimbursements, misc income)	594,500	358,000	-39.8%	(236,500)
Sub-total: Revenues	\$ 98,189,599	\$ 101,282,204	3.1%	\$ 3,092,605
TRANSFERS IN				
Assessment District reimbursements				
from Gas Tax	650,000	650,000	0.0%	-
from Parking Services Fund - Admin. cost	497,148	477,993	-3.9%	(19,155)
from Cannabis Fund - SAFE Team		700,000	0.0%	700,000
from Employee Retirement Fund - POB debt payment	680,313	680,313	0.0%	-
Sub-total: Transfers In	\$ 1,827,461	\$ 2,508,306	37.3%	\$ 680,845
TOTAL SOURCES	\$ 100,017,060	\$ 103,790,510	3.8%	\$ 3,773,450
EXPENDITURES AND OTHER OPERATIONAL USES				
Expenditures by Department				
Finance	3,033,755	2,628,380	-13.4%	(405,375)
Non-Departmental	10,678,384	11,843,287	10.9%	1,164,903
City Manager/City Council	3,247,605	3,945,027	21.5%	697,422
City Clerk	581,169	783,037	34.7%	201,868
Digital Service	1,949,021	2,209,402	13.4%	260,381
Human Resources	724,561	720,095	-0.6%	(4,466)
City Attorney	1,211,301	1,330,633	9.9%	119,332
Community Development	6,686,645	6,436,280	-3.7%	(250,365)
Police	26,818,491	28,207,683	5.2%	1,389,192
Fire	23,570,766	24,372,630	3.4%	801,864
Public Works	15,125,015	15,399,570	1.8%	274,555
Library	3,392,971	3,494,392	3.0%	101,421
Economic Development	814,456	662,841	-18.6%	(151,615)
Sub-total: Expenditures	\$ 97,834,140	\$ 102,033,257	4.3%	\$ 4,199,117
OPERATIONAL TRANSFERS OUT				
to Recreation Fund - Operating support	2,207,000	2,420,000	9.7%	213,000
to Essential Facilities Fund - Measure E		353,500	0.0%	353,500
to Liability Fund		2,000,000	0.0%	2,000,000
to Capital Improvement Fund - Pickleweed		2,000,000	0.0%	2,000,000
to Capital Improvement Fund - Stormwater		735,000	0.0%	735,000
to Stormwater		250,000	0.0%	250,000
to Gas Tax		1,000,000	0.0%	1,000,000
to Vehicle Replacement Fund		1,000,000	0.0%	1,000,000
to Police Equipment Replacement Fund		250,000	0.0%	250,000
to Fire Equipment Replacement Fund		250,000	0.0%	250,000
Sub-total: Transfers Out	\$ 2,207,000	\$ 10,258,500	364.8%	\$ 8,051,500
TOTAL USES	\$ 100,041,140	\$ 112,291,757	12.2%	\$ 12,250,617
NET OPERATING RESULTS	\$ (24,080)	\$ (8,501,247)		\$ (8,477,167)

Expenditure Category	FY23-24 Adopted Budget	FY24-25 Proposed Budget	% Change	\$
Salaries	\$ 38,657,208	\$ 41,305,774		
Fringe Benefits	29,916,522	29,790,481		
Sub-Total Personnel	\$ 68,573,730	\$ 71,096,255	3.7%	\$ 2,522,525
Services	11,741,521	11,849,929	0.9%	108,408
Supplies	1,312,842	1,451,992	10.6%	139,150
Utilities/Communications	1,596,150	1,888,650	18.3%	292,500
Other	1,238,871	1,505,815	21.5%	266,944
Debt Service	5,248,727	5,326,792	1.5%	78,065
Assets Purchased	122,776	-	-100.0%	(122,776)
Internal Service Charges	7,999,523	8,913,824	11.4%	914,301
Transfers	2,207,000	10,258,500	364.8%	8,051,500
Total Appropriations	\$ 100,041,140	\$ 112,291,757	12.2%	\$ 12,250,617

**FY2024-25 PROPOSED BUDGET
REVENUES AND APPROPRIATIONS BY FUND**

EXHIBIT III

**CITY OF SAN RAFAEL
CONSOLIDATED FUNDS**

		updated 5/3/24	Total			Total	Total			June 30, 2025
FY 2024-25 PROJECTED BUDGET		Est.Actual	Operating	Transfers	Total	Operating	Capital	Transfers to	Total	Projected
FUND NAME		June 30, 2024 Balance	and Capital Revenue	In	Resources	Budget	Budget	Other Funds	Appropriations	Balance
GENERAL OPERATING FUNDS:										
001	General Fund Available Balance	\$31,301,991	\$101,282,204	\$2,508,306	\$103,790,510	102,033,257	-	10,258,500	112,291,757	\$22,800,744
218	General Plan Special Revenue Fund	1,522,038	647,275	-	647,275	1,151,725	-	-	1,151,725	1,017,588
SPECIAL REVENUE & GRANT FUNDS:										
205	Storm Water Fund	166,938	1,901,912	360,000	2,261,912	503,365	1,376,653	-	1,880,018	548,832
206	Gas Tax	7,776,741	15,415,546	1,250,000	16,665,546	1,500,000	15,011,838	760,000	17,271,838	7,170,449
207	Development Services	3,282	-	-	-	-	-	-	-	3,282
208	Child Care	159,756	3,210,550	-	3,210,550	3,302,759	-	-	3,302,759	67,547
210	Paramedic/EMS	2,808,914	8,986,714	-	8,986,714	9,609,534	-	-	9,609,534	2,186,094
216	Cannabis	845,492	269,627	-	269,627	170,385	-	700,000	870,385	244,734
217	State Lands Fund	435,745	56,352	-	56,352	-	-	-	-	492,097
222	Recreation Revolving	362,712	2,285,712	2,420,000	4,705,712	4,932,194	-	-	4,932,194	136,230
223	Household Haz. Waste Fund	527,641	-	-	-	527,641	-	-	527,641	-
228	Hazardous Materials Fund	55,251	-	-	-	-	-	-	-	55,251
234	Pt. San Pedro A.D. Maintenance Portion	149,781	156,233	-	156,233	183,186	-	-	183,186	122,828
235	Baypoint Lagoons L & L Assessment District	240,105	34,206	-	34,206	212,700	-	-	212,700	61,611
236	Loch Lomond CFD #10	816,006	57,181	-	57,181	18,855	-	-	18,855	854,332
237	Loch Lomond Marina CFD #2	985,045	257,915	-	257,915	135,030	-	-	135,030	1,107,930
240	Parkland Dedication	359,989	14,350	-	14,350	-	-	-	-	374,339
241	Measure A Open Space	1,175,053	566,197	-	566,197	3	937,500	-	937,503	803,747
242	Measure C Wildfire Prevention	1,672,290	3,356,061	-	3,356,061	4,269,472	-	-	4,269,472	758,879
495	Low and moderate Income Housing Fund	1,776,284	10,564	-	10,564	85,770	-	-	85,770	1,701,078
LIBRARY AND FALKIRK:										
214	Library Revolving	4,342,099	109,343	-	109,343	42,392	4,357,059	-	4,399,451	51,991
215	Library Special Assessment Fund	1,001,792	1,212,962	-	1,212,962	1,869,730	-	-	1,869,730	345,024
	Library Fund	5,343,891	1,322,305	-	1,322,305	1,912,122	4,357,059	-	6,269,181	397,015
PUBLIC SAFETY:										
200	Abandoned Vehicle	9,471	85,000	85,000	170,000	179,067	-	-	179,067	404
202	Asset Seizure	3,704	-	-	-	-	-	-	-	3,704
204	Crime Prevention	7,573	-	-	-	-	-	-	-	7,573
230	Youth Services - Police	67,890	19,050	-	19,050	40,043	-	-	40,043	46,897
	Public Safety Fund	88,638	104,050	85,000	189,050	219,110	-	-	219,110	58,578
TRAFFIC AND HOUSING:										
243	Affordable Housing in lieu	2,611,941	1,091,630	-	1,091,630	-	-	-	-	3,703,571
245	Housing & Parking In-lieu	369,359	13,574	-	13,574	-	-	-	-	382,933
246	East S.R. Traffic Mitigation	1,005,965	639,954	-	639,954	440,000	100,000	250,000	790,000	855,919
	Traffic & Housing Mitigation Funds	3,987,266	1,745,158	-	1,745,158	440,000	100,000	250,000	790,000	4,942,424
GRANT:										
201	A.D.A.. Access Projects	-	-	-	-	-	-	-	-	-
260	Pickleweed Childcare Grant	381,358	651,240	-	651,240	683,288	-	-	683,288	349,310
281	Public Safety Grants	522,321	300,000	-	300,000	472,445	-	-	472,445	349,876
283	Grant-Other	461,672	1,977,500	-	1,977,500	2,346,021	-	-	2,346,021	93,151
	Grant Funds	1,365,351	2,928,740	-	2,928,740	3,501,754	-	-	3,501,754	792,337
SPECIAL REVENUE & GRANT FUND TOTAL		31,102,171	42,679,373	4,115,000	46,794,373	31,523,880	21,783,050	1,710,000	55,016,930	22,879,614

**FY2024-25 PROPOSED BUDGET
REVENUES AND APPROPRIATIONS BY FUND**

**CITY OF SAN RAFAEL
CONSOLIDATED FUNDS**

FY 2024-25 PROJECTED BUDGET FUND NAME		updated 5/3/24	Total			Total	Total	Transfers to Other Funds	Total Appropriations	June 30, 2025 Projected Balance
		Est.Actual June 30, 2024 Balance	Operating and Capital Revenue	Transfers In	Total Resources	Operating Budget	Capital Budget			
ASSESSMENT DISTRICTS:										
Var.	Assessment District Projects	298,722	-	-	-	-	-	-	-	298,722
ASSESSMENT DISTRICT TOTAL		298,722	-	-	-	-	-	-	-	298,722
CAPITAL PROJECT FUNDS:										
401	Capital Improvement	8,012,141	4,421,955	2,735,000	7,156,955	100,000	9,215,000	-	9,315,000	5,854,096
405	Open Space Acquisition	119,248	4,767	-	4,767	-	-	-	-	124,015
406	Bedroom Tax	142,339	5,642	-	5,642	-	-	-	-	147,981
407	Parks Capital Projects	21,861	-	-	-	-	-	-	-	21,861
420	Measure E - Public Safety Facilities	2,418,016	147,645	353,500	501,145	-	-	-	-	2,919,161
CAPITAL PROJECT FUND TOTAL		10,713,604	4,580,009	3,088,500	7,668,509	100,000	9,215,000	-	9,315,000	9,067,113
ENTERPRISE FUND:										
501	Parking Services	206,341	4,807,330	-	4,807,330	4,232,367	-	562,993	4,795,360	218,311
ENTERPRISE FUND TOTAL		206,341	4,807,330	-	4,807,330	4,232,367	-	562,993	4,795,360	218,311
INTERNAL SERVICE FUNDS:										
227	Sewer Maintenance	-	3,574,639	-	3,574,639	3,574,639	-	-	3,574,639	-
600	Vehicle Replacement	5,056,268	1,540,159	1,000,000	2,540,159	221,439	-	-	221,439	7,374,988
601	Technology Replacement	3,668,422	2,782,895	-	2,782,895	4,400,168	-	-	4,400,168	2,051,149
602	Fire Equipment Replacement	1,057,572	173,494	250,000	423,494	131,000	-	-	131,000	1,350,066
603	Building Improvement	5,296,922	2,177,147	-	2,177,147	200,000	2,412,713	-	2,612,713	4,861,356
604	Employee Benefits	727,252	790,328	-	790,328	586,788	-	-	586,788	930,792
605	Liability Insurance	1,962,024	2,994,258	2,000,000	4,994,258	6,691,549	-	-	6,691,549	264,733
606	Workers Compensation Insurance	950,126	3,241,777	-	3,241,777	3,528,289	-	-	3,528,289	663,614
607	Dental Insurance	580,691	682,644	-	682,644	495,000	-	-	495,000	768,335
608	Radio Replacement	686,440	467,091	-	467,091	410,000	-	-	410,000	743,531
609	Telephone/Internet	180,817	693,786	-	693,786	684,400	-	-	684,400	190,203
611	Employee Retirement	1,775,012	100,565	-	100,565	4,000	-	680,313	684,313	1,191,264
612	Retiree Health Benefit OPEB	236,852	3,944,963	-	3,944,963	3,660,000	-	-	3,660,000	521,815
613	Police Equipment Replacement	404,722	59,675	250,000	309,675	407,000	-	-	407,000	307,397
INTERNAL SERVICE FUND TOTAL		22,583,121	23,223,421	3,500,000	26,723,421	24,994,272	2,412,713	680,313	28,087,298	21,219,244
TRUST AND AGENCY FUNDS:										
712	Library Fiduciary	527,179	97,427	-	97,427	-	-	-	-	624,606
714	Pt. San Pedro Assessment District	199,035	-	-	-	155,002	-	-	155,002	44,033
TRUST & AGENCY FUND TOTAL		527,179	97,427	-	97,427	155,002	-	-	155,002	668,639
COMBINED FUNDS TOTAL		98,454,201	177,317,039	13,211,806	190,528,845	164,190,503	33,410,763	13,211,806	210,813,072	78,169,974
LESS: INTERFUND TRANSFER				(13,211,806)	(13,211,806)			(13,211,806)	(13,211,806)	
LESS: INTERNAL SERVICE CHARGES			(18,065,730)		(18,065,730)	(18,065,729)		(18,065,729)	(18,065,729)	
NET TOTALS FY 2024-25		98,454,201	159,251,309	-	159,251,309	146,124,774	33,410,763	-	179,535,537	78,169,974

**CITY OF SAN RAFAEL
Authorized Positions**

EXHIBIT IV

Departments	Adopted 2023-2024	After Mid-Yr 2023-2024	Final 2023-2024	Proposed 2024-2025
Regular				
Community Development	23.00	1.00	24.00	24.00
Community Services	56.90	(12.92)	43.98	43.98
City Attorney	3.50	1.00	3.50	3.50
City Clerk	2.00		2.00	2.00
City Manager/Council	11.56	2.00	13.56	13.56
Economic Development (Move to CDD)	1.00	1.00	2.00	2.00
Finance	11.00	(1.00)	10.00	10.00
Fire	82.00		82.00	82.00
Library	21.96		21.96	21.96
Management Services	28.63	(1.00)	27.63	27.63
Police	93.00		93.00	93.00
Public Works	49.00		49.00	49.00
SRSD	17.00		17.00	17.00
Sub - Total Regular Positions	400.55	(9.92)	389.63	389.63
Change from previous year				
Fixed Term				
Community Development	1.00		1.00	1.00
City Manager/Council	1.00	-	1.00	1.00
Community Services	1.51	(0.80)	0.71	0.71
Economic Development (former RDA)	1.00	(1.00)	-	-
Finance	1.00		1.00	1.00
Fire	11.00		11.00	11.00
Library	-		-	-
Management Services	4.00	1.00	5.00	5.00
Police	-	1.00	1.00	1.00
Public Works	4.00		4.00	4.00
SRSD	1.00	1.00	2.00	2.00
Sub - Total Fixed-Term Positions	25.51	0.20	26.71	26.71
Total Budgeted Positions	426.06	(9.72)	416.34	416.34
Authorized, unbudgeted - extended absence/no cost	-		-	-
Total Authorized Positions	426.06		416.34	416.34

General Notes:

The above-authorized positions are presented as full-time equivalent employees (FTE's) based on various workweek hours as negotiated in employee agreements. The totals by department reflect a combination of full-time or permanent part-time, or fixed term positions that are entitled to all or pro-rated benefits in accordance with the negotiated agreements for employees or individuals who are under contract. The totals reflected above, or in the detail department program sections, do not include temporary or seasonal employees that are utilized for short-term or specific reasons during the year.

**FY 2024-PROPOSED BUDGET
CAPITAL IMPROVEMENT PLAN**

Annual Programs					
Sub-Category	Project Title	Fund	FY 2024-25	FY 2025-26	FY 2026-27
Bike / Pedestrian	Citywide Bicycle and Pedestrian Plan Support Program	246	\$ 100,000	\$ 100,000	\$ 100,000
Bike / Pedestrian	Road Safety Implementation Program	206	\$ 500,000	\$ 500,000	\$ 500,000
Buildings	Facilities Maintenance Program	603	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Parks	Park and Landscape Maintenance Program	001	\$ 1,208,000	\$ 1,210,000	\$ 1,210,000
Sidewalk	City-Led Sidewalk Repair Program (Non-Reimbursable)	206	\$ 250,000	\$ 150,000	\$ 150,000
Sidewalk	Sidewalk Repair Program (Resident Reimbursement)	206	\$ 300,000	\$ 450,000	\$ 450,000
Storm Drains	Corrugated Metal Pipe Replacement Program	205	\$ 220,000	\$ 220,000	\$ 220,000
Storm Drains	Stormwater System Maintenance Program	205	\$ 720,000	\$ 720,000	\$ 720,000
Streets Maint	Minor Street Repairs & Maintenance Program	001	\$ 658,500	\$ 660,000	\$ 660,000
Streets Maint	Pavement Maintenance Program	206	\$ 3,000,000	\$ 2,500,000	\$ 2,500,000
Streets Maint	Public Hillside Monitoring & Maintenance Program	206	\$ 250,000	\$ 250,000	\$ 250,000
Traffic Signal	Traffic Signal and Street Lighting Program	206	\$ 500,000	\$ 500,000	\$ 500,000
Other	Fleet Management Program	001	\$ 743,000	\$ 750,000	\$ 750,000
Other	Grants Procurement Program	001	\$ 100,000	\$ 200,000	\$ 200,000
Other	Permit and Technical Assistance Program	001	\$ 350,500	\$ 250,000	\$ 250,000
Other	Regional Partnership and Project Assistance Program	001	Funding by Applicant		
Total			\$ 10,900,000	\$ 10,460,000	\$ 10,460,000

Buildings / Facilities

Sub-Category	Project Title	Fund	Prior Years' Appropriated Funding	FY 2024-25	FY 2025-26	FY 2026-27	3-YR Total
Buildings	Childcare Portable Building Replacement (Pickleweed)	603	\$ 25,000	\$ 1,300,000			\$ 1,325,000
Buildings	Citywide Buildings and Facilities Plan	603	\$ -	\$ 300,000			\$ 300,000
Library	Downtown Library Modernization	214	\$ 391,731	\$ 2,608,269			\$ 3,000,000
Library	Pickleweed Branch Library Redesign	214	\$ 251,210	\$ 1,748,790			\$ 2,000,000
Recreation	A.J. Boro Community Center: HVAC & Roof Repair	603	\$ 5,400	\$ 250,000			\$ 255,400
Total			\$ 673,341	\$ 6,207,059	\$ -	\$ -	\$ 6,880,400

Parks

Sub-Category	Project Title	Fund	Prior Years' Appropriated Funding	FY 2024-25	FY 2025-26	FY 2026-27	3-YR Total
Park	Boyd Park Interim Playground Equipment	241	\$ -	\$ 60,000			\$ 60,000
Park	Peacock Gap Park Playground	241	\$ 145,005	\$ 725,000			\$ 870,005
Park	Pickleweed Park Enhancement	401	\$ 814,341	\$ 8,480,000			\$ 9,294,341
Park	Terra Linda Park and Community Center Enhancement Plan	241	\$ -	\$ 52,500			\$ 52,500
Trails	Trails Existing Conditions & Feasibility Study	241	\$ -	\$ 100,000			\$ 100,000
Park	Oleander Park Playground Repairs	241	\$ -	\$ -			\$ -
Tennis Court	Freitas Park Tennis Court Resurfacing	241	\$ -	\$ -			\$ -
Tennis Court	Peacock Gap Park Tennis Court Resurfacing	241	\$ -	\$ -			\$ -
Park	Gerstle Park Playground Improvements	241	\$ -	\$ -			\$ -
Total Parks			\$ 959,346	\$ 9,417,500	\$ -	\$ -	\$ 10,376,846

Storm Drains

Sub-Category	Project Title	Fund	Prior Years' Appropriated Funding	FY 2024-25	FY 2025-26	FY 2026-27	3-YR Total
Pump Station	San Quentin Pump Station Reconstruction	205 / 401	\$ 7,922,733	\$ 485,000			\$ 8,407,733
Storm Drains	Citywide Storm Drain Plan	205 / 401	\$ 331,303	\$ -		\$ 290,000	\$ 621,303
Storm Drains	Storm Drain Maintenance Environmental Compliance and Permitting	205 / 401	\$ -	\$ 250,000			\$ 250,000
Trash Capture	390 Canal Pump Station Trash Capture	205	\$ -	\$ 320,000		\$ 815,000	\$ 1,135,000
Trash Capture	Kerner Pump Station Trash Capture	205	\$ -	\$ -			\$ -
Trash Capture	N. Francisco Pump Station Trash Capture	205	\$ -	\$ 279,010			\$ 279,010
Trash Capture	Rossi Pump Station Trash Capture	205	\$ -	\$ 69,000		\$ 1,587,000	\$ 1,656,000
Trash Capture	Redwood Hwy Trash Capture	205	\$ -	\$ 146,643		\$ 2,009,000	\$ 2,155,643
Trash Capture	San Quentin Pump Station Trash Capture	205	\$ -	\$ 92,000		\$ 1,865,000	\$ 1,957,000
Pump Station	Kerner Pump Station Trash Capture (Pump Station upgrades)	205	\$ 466,466	\$ -	\$ 7,450,000		\$ 7,916,466
Total Storm Drains			\$ 15,170,502	\$ 1,641,653	\$ 7,450,000	\$ 6,566,000	\$ 30,948,155

Transportation

Sub-Category	Project Title	Fund	Prior Years' Appropriated Funding	FY 2024-25	FY 2025-26	FY 2026-27	3-YR Total
Bike / Pedestrian	Canal Alliance Mid-Block Crossing Enhancement	206	\$ -	\$ 325,000	\$ 125,000		\$ 450,000
Bike / Pedestrian	Citywide Bicycle & Pedestrian Plan Update	206	\$ -	\$ 250,000			\$ 250,000
Bike / Pedestrian	San Rafael Canal Crossing Project	206	\$ 50,000	\$ 1,575,000		\$ 2,350,000	\$ 3,975,000
Bike / Pedestrian	South Merrydale Road – Civic Center Connector Pathway (aka Rafael Meadows Safe Crossing Pathway Project)	206	\$ 50,000	\$ 1,222,228	\$ 1,946,772		\$ 3,219,000
Streets	B Street Culvert Replacement & Resurfacing	206	\$ 648,803	\$ 70,000			\$ 718,803
Streets	Bellam Blvd Off-Ramp Improvements (City R/W surface)	206	\$ -	\$ 575,000			\$ 575,000
Streets	Canal Active Transportation Experience Improvements	206	\$ -	\$ 1,280,500		\$ 5,419,700	\$ 6,700,200
Streets	Fourth St/Miracle Mile at Second St and West Crescent Dr	206	\$ 241,900	\$ 4,754,100			\$ 4,996,000
Streets	Lincoln Avenue Safety Improvement Project	206	\$ -	\$ 310,000			\$ 310,000
Streets	Vision Zero Action Plan	206	\$ -	\$ 150,000			\$ 150,000
Bike / Pedestrian	B Street Phase 2 Improvements	206	\$ -	\$ -			\$ -
Bike / Pedestrian	BPMP Rank-1: Project D-1 Downtown East-West connection: Feasibility study	206	\$ -	\$ -			\$ -
Bike / Pedestrian	BPMP Rank-5: Project B-6 Class I on both sides Freitas from Montecillo to Del Presidio. Or bi-directional 6 foot wide sidewalks	206	\$ -	\$ -			\$ -
Bike / Pedestrian	Fourth Street bike connection - Grand to transit center	206	\$ -	\$ -			\$ -
Bike / Pedestrian	Multi-Use Path Civic Center Station to Northgate	206	\$ -	\$ -	\$ 1,800,000		\$ 1,800,000
Bike / Pedestrian	North-South Greenway Tamalpais Avenue: 4th to Mission (LRSP, BPMP Rank-6: Project D-2)	206	\$ -	\$ -	\$ 4,000,000		\$ 4,000,000
Bike / Pedestrian	Woodland Ave Ped Improvements	206	\$ -	\$ -			\$ -
Streets	BPMP - Bellam Blvd - Andersen to Baypoint	206	\$ -	\$ -			\$ -
Streets	BPMP - Bellam Blvd - Andersen to Baypoint [Environmental Clearance]	206	\$ -	\$ -			\$ -
Streets	Canal St Powerline Undergrounding	206	\$ -	\$ -	\$ 6,300,000		\$ 6,300,000
Streets	Lincoln Ave Bridge Repairs	206	\$ -	\$ -			\$ -
Streets	Lincoln Avenue Rehabilitation	206	\$ 20,000	\$ -	\$ 100,000	\$ 3,000,000	\$ 3,120,000
Streets	Second Street Multi-Modal Improvements	206	\$ 50,000	\$ -	\$ 630,000		\$ 680,000
Total Transportation			\$ 1,060,703	\$ 10,511,828	\$ 7,871,772	\$ 7,769,700	\$ 23,836,200



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Economic Development

Prepared by: Micah Hinkle,
Community & Economic
Development Director

Stacey Laumann,
Economic Development
Program Manager

City Manager Approval:  _____

TOPIC: ECONOMIC DEVELOPMENT STRATEGIC PLAN

SUBJECT: ECONOMIC DEVELOPMENT STRATEGIC PLAN ANNUAL REPORT

RECOMMENDATION:

Accept the report.

BACKGROUND:

On May 15, 2023, the [City Council adopted the San Rafael Economic Development Strategic Plan](#) (EDSP), the first economic development strategic plan since the dissolution of the redevelopment agency in 2012 and the first EDSP evaluating the entire City. The EDSP was the result of a yearlong process of outreach, information gathering, and analysis.

The EDSP provides a playbook for the City’s economic development efforts over three to five years. As this plan was developed on the heels of the COVID-19 pandemic, a heightened focus was placed on economic vitality, and the City Council identified strategic efforts to strengthen the San Rafael economy and create greater resiliency for future economic downturns. The plan covers several key areas of opportunity, including the potential for increased tourism, improvements in the downtown area, growth of the industrial sector, and financing models to meet needed infrastructure and program costs.

The EDSP builds upon the San Rafael General Plan 2040 Economic Vitality Policies: [EV1.1](#) - Quality of Life; [EV1.2](#) - Strategic Planning; [EV1.3](#) - Relationship Building; [EV1.4](#) - Business Retention and Support; [EV1.5](#) - Business Attraction; [EV1.6](#) - Monitoring; and [EV1.7](#) - Marketing and Branding.

There are seven target areas of the EDSP, which outline focus areas for the City to achieve its economic goals:

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

1. Support Business / Development
2. Downtown Reimagination
3. Analyze Implementation of EIFD
4. Strengthen Local Partnerships
5. Attract High-Tech Industrial Uses
6. Outreach for Private and Business Development Opportunities
7. Workforce Development Programs

This report is an annual update to the City Council. City staff also presented a summary of EDSP progress to the San Rafael City Council Economic Development Subcommittee on March 8, 2024.

ANALYSIS:

The EDSP identified thirty-one action items over a five-year planning horizon. A dashboard of items (Attachment 1) estimated the workload, cost, and timeline for each item, contingent on resources for implementation. Given staffing resources and the Economic Development Departmental budget, nine items are in the process of being implemented, and seven items are in development. The status of all items is listed in Attachment 2.

The discussion below highlights six key action items that were implemented in the first year of this plan.

Action Item 1.1- Business Expansion, Attraction, Retention – San Rafael GO Program.

The [San Rafael GO program](#) was launched in April 2024, with a stated objective to *Simplify City Process, Amplify Business Potential*. This business retention and attraction program is focused on helping businesses and developers navigate regulatory processes and connecting businesses with the resources available in Marin County's economic development ecosystem. Economic Development staff provide process navigation support by being a primary point of contact for business and/or development questions. To provide financial and technical assistance, staff also refer business inquiries to other strategic partners, for example, the San Rafael Chamber of Commerce, Marin Small Business Development Center, and the County of Marin for food safety issues.

San Rafael GO program marketing material has been launched with the identifiable brand "San Rafael GO" (Attachment 3), with web and print material provided in English and Spanish. Materials could be further translated into other languages as demand requires.

Action Item 1.2 - Technical assistance programs.

To bring no-cost business development tools to the community, San Rafael has implemented a web-based site selection and data analysis tool. [Zoom Prospector is available on the City's website](#) and allows property searches for lease and sale, with the ability to filter for multiple criteria. In Q3 and Q4 of this year, staff will engage community partners to utilize this tool and promote its use within the community, particularly in the Canal and Northern San Rafael, where there is an opportunity to expand industrial business uses.

Action Item 2.2 - Explore conversion of the BID to a PBID.

To facilitate focus area #2, Downtown Reimagination, staff will engage a consultant to explore the conversion of the Downtown BID to a Property Based Improvement District (PBID). A [request for proposals from PBID formation consultants](#) was published on May 28, 2024, and staff expects to have a consultant under contract in Q3 2024. The PBID formation process, including research, community engagement, program design, and District approval, is anticipated to occur over approximately 18 months.

Action Item 3.1 - Conduct an Enhanced Infrastructure Finance District (EIFD) feasibility analysis and develop a plan for formation.

An EIFD is an economic development tool that utilizes tax increment financing to pay for needed infrastructure within certain established boundaries. This financing tool could provide for accelerated infrastructure improvements or enhancements for the community, including affordable housing and climate resiliency projects. San Rafael engaged Kosmont Companies to produce an EIFD feasibility analysis. The report was completed in March, and staff will present the findings of the draft report to the Economic Development Subcommittee of the City Council in the Summer of 2024.

Action Item 4.5 - Arts programming.

The City is coordinating with arts organizations to administer a \$709,890 grant from the California Arts Commission (CAC) for the Downtown San Rafael Arts District ([DSRAD](#)). Grant funds are augmenting existing downtown arts programs and funding new public art and events with the intent of increasing public access to art and increasing economic vitality in downtown San Rafael. Examples of DSRAD funded activities include support for The Canal Arts mural projects, mural collaborations in public schools and on private buildings downtown, and celebratory commercial window displays. In collaboration, City staff are also working toward a long-term arts and economic vitality strategy for the City. In May 2024, the CAC awarded the DSRAD an additional \$38,461 (included in the total grant amount above) to conduct a cultural asset mapping exercise, which will be completed by December 2024. All CAC grant funds must be expended by June 2025.

Action Item 6.4 - Cannabis businesses opportunities.

The City hosted a cannabis industry convening on February 27, 2024. Discussions focused on the difficult State regulations on cannabis operators and the financial challenges faced by operators caused primarily by constraints in banking and taxation burdens. The impact of these issues is seen in the nearly 50% decline of annual cannabis tax revenue from 2021 to 2024, from over \$600,000 to just over \$300,000. There are available licenses in all cannabis license types currently allowed in San Rafael. The City has received minimal inquiries requesting new licenses.

Table 1 - Cannabis Licenses by Type

	Allowed	Awarded	Active 2020	Active 2024
Distribution (State License Type 11) – 1% Tax	4	4	3	3
Infused Product Manufacturing (State License Type N) - 3% tax	10	6	4	3
Delivery (State License Type 9) - 4% tax	8	5	5	5
Testing Lab (State License Type 8) – 1% Tax	4	1	0	0
Total:	26	16	12	11

Two license types not currently allowed in San Rafael are retail cannabis storefront and micro-licenses (allows small manufactures to produce and sell direct to consumers). With the state of the cannabis industry in California, staff will continue to monitor the market and potential growth opportunities for modifying the local regulations. In addition, enforcement of illegal hemp derived products and sales of non-permitted cannabis products have been accelerated with partnerships with the State of California Department of Cannabis Control and the California Department of Tax and Finance Administration.

Performance Metrics

The EDSP recommended eleven performance metrics to track progress and determine what barriers to economic development continue to exist. These targets roll up to the City's Goals and Objectives. In year one of the EDSP (2024), staff focused on establishing the programs and systems to support the plan. Staff are working with the Digital Services team and other collaborators to refine EDSP metrics. Progress will be articulated and reported to the City Council following year two of the plan (2025).

1. BEAR Program Participation - Track number of BEAR program participants, investment captured, and jobs created.
2. Annual Reports on EIFD Funding - Identify the revenues received and specify the planned investments.
3. Commercial Building Permits in Key Areas - measure commercial developer interest.
4. Assessed Value of Commercial and Industrial Property - show increased private sector investment.
5. Number and Type of Business Licenses - measure new business formations.
6. Employment by Industry - show success in commercial and industrial business attraction and employment growth.
7. Sales Tax Revenues by Geographic District - measure success in attracting businesses and economic activity.
8. Hotel Tax Revenues - measure success in attracting more visitors.
9. Hotel Visitor Survey - identify types of visitors, short term vs longer term stays.
10. Annual Survey of Business Owners - identify issues regarding the City's permitting and zoning process and other programs to inform City staff of progress and shortcomings.
11. Special Event Data: number of events, attendance, estimates- show success of community outreach efforts, revitalization efforts, and general marketing

COMMUNITY OUTREACH:

The Economic Development Strategic Plan was vetted through multiple City Council Economic Development Subcommittee meetings and approved by the City Council on May 15, 2023. The annual progress report update was reviewed by the City Council Economic Development Subcommittee on March 8, 2024, and comments were received from the San Rafael Chamber of Commerce and Downtown Business Improvement District.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

RECOMMENDED ACTION:

1. Accept the report
2. Reject the report
3. Request Staff return with additional information

ATTACHMENTS:

1. Economic Development Strategic Plan Dashboard of Implementation Items
2. Economic Development Strategic Plan Status Matrix
3. San Rafael GO program brochure (English & Spanish)

ECONOMIC DEVELOPMENT STRATEGIC PLAN

ACTION ITEM RESOURCES

1: Support Business / Development					2: Downtown Reimagination					3: Analyze Implementation of EIFD				
#	Action Item	Cost	Workload	Timeframe	#	Action Item	Cost	Workload	Timeframe	#	Action Item	Cost	Workload	Timeframe
1.1	BEAR Program	\$	👤👤	Year 1	2.1	Business Programs	\$\$\$	👤👤	Year 3 - 4	3.1	Feasibility analysis / plan	\$	👤👤	Q1-Q3
1.2	Technical Assistance Programs	\$	👤	Year 2	2.2*	Explore conversion of the BBID to a PBID	\$	👤👤	Year 1	3.2*	Explore County Partnership	\$	👤	Year 1-2
1.3	Business / Development Data	\$	👤	Ongoing	2.3	Evaluate publicly-owned sites for reuse	\$	👤	Year 2-3	3.3*	Pursue Grants	\$	👤	Ongoing
1.4	Bi-lingual Staff	\$\$\$\$	👤👤👤👤	Ongoing	2.4	Placemaking physical improvements	\$\$\$\$	👤👤	Year 3-5					
1.5	Entrepreneurial Events	\$\$	👤👤	Year 1	2.5	Other physical enhancements	\$\$\$	👤👤	Year 3-5					
					2.6	Marketing / social media	\$	👤	Ongoing					

Star (*) - items that generate revenue / funding capacity

Estimated Cost thru Year 5	
\$	<\$50,000
\$ \$	\$50,000 to \$150,000
\$ \$ \$	\$150,000 to \$300,000
\$ \$ \$ \$	>\$300,000
Cost does not include allocation of current Econ Dev staff salaries	

Estimated Workload During Timeframe	
👤	10-20% of employee workload
👤👤	20-40% of employee workload
👤👤👤	40-60% of employee workload
👤👤👤👤	60-100% of employee workload

ECONOMIC DEVELOPMENT STRATEGIC PLAN

ACTION ITEM RESOURCES

4: Strengthen Local Partnerships					5: Attract High-tech Industrial Uses					6: Outreach for Private / Business Development Opportunities				
#	Action Item	Cost	Workload	Timeframe	#	Action Item	Cost	Workload	Timeframe	#	Action Item	Cost	Workload	Timeframe
4.1*	Explore tourism funding models	\$	1	Year 1-2	5.1	Revise zoning / processes for industrial uses	\$\$	3	Year 3-5	6.1	Identify / analyze sites for reuse	\$	1	Year 1-2
4.2	Explore / expand events and programming	\$\$\$	2	Year 1-3	5.2	Pursue new industrial sectors	\$	1	Year 1-2	6.2	Outreach / collaborate with property owners	\$	1	Year 1-2
4.3	Marketing partnerships	\$	2	Year 1	5.3	Evaluate tech industrial overlay zoning	\$\$	2	Year 2	6.3	Pursue businesses / developers	\$	2	Year 2
4.4	Tourism marketing	\$	2	Year 1	5.4	Conduct outreach businesses, industry grps	\$	2	Year 1-2	6.4*	Cannabis business opportunities	\$\$	2	Year 2-3
4.5	Arts programming	\$	2	Year 1						6.5	Update Mobile Vender Ordinance	\$\$	2	Year 2-3
4.6	Collaborate with service organizations	\$	2	Year 2	7: Workforce Development Programs									
					#	Action Item	Cost	Workload	Timeframe					
					7.1	Coordinate with orgs. for workforce development	\$	2	Year 3-5					
					7.2	Conduct outreach to local businesses / orgs.	\$	2	Year 3-5					

Estimated Cost thru Year 5	
\$	<\$50,000
\$\$	\$50,000 to \$150,000
\$\$\$	\$150,000 to \$300,000
\$\$\$\$	>\$300,000

Cost does not include allocation of current Econ Dev staff salaries

Estimated Workload During Timeframe	
1	10-20% of employee workload
2	20-40% of employee workload
3	40-60% of employee workload
4	60-100% of employee workload

Attachment 2
ECONOMIC DEVELOPMENT STRATEGIC PLAN ANNUAL REPORT
Status Matrix

Action Item	Timeframe	Status	Collaborators/ Resource	Status/Activity as of April 2024
1: Support Businesses / Development				
1.1 'San Rafael GO' (BEAR) Program	Year 1	Implementing		Brochure printed in English & Spanish. Website updated; integrated GO brand, improve navigation. Staff facilitating inquiries, supporting business inquiries.
1.2 Technical Assistance Programs	Year 1-2	Developing	Marin SBDC, Canal Alliance	Marin SBDC providing Spanish business marketing series May 2024, city sponsored programming.
1.3 Business Development Data	Ongoing	Implementing	Tools: GIS Planning, CoStar	Staff resources limited to analyze data that is available through Zoom Prospector, Costar and other tools.
1.4 Bilingual Staff	Ongoing	Developing	Marin SBDC	Marin SBDC has bilingual resource staff. City sponsored program. Need to develop additional bilingual resources.
1.5 Entrepreneurial Events	Year 1	Not Started	San Rafael Chamber of Commerce, Marin SBDC	City sponsors Chamber of Commerce., Marin SBDC programs. Additional staff capacity needed to implement a 'Shark Tank' type entrepreneurial program. Push to Year 2-3.
2: Downtown Reimagination				
2.1 Business Programs	Year 3-5	Not Started		not started
2.2 Explore conversion of the BID to a PBID	Year 1	Implementing	San Rafael Chamber / BID	Staff reorganization has delayed the start of this work. RFP for consultant issued May 28, 2024.
2.3 Evaluate publicly owned sites for reuse	Year 2-3	Developing	519 4th Developer selection	Successful RFP and selection of affordable housing developer on city owned property at 519 4th Street.
2.4 Placemaking physical improvements	Year 3-5	Developing	Downtown San Rafael Arts District	Launched Downtown Sidewalk Activation Pilot Program. Working with DSRAD and property owners to fill vacant window fronts with visually stimulating content. Future activities needed to implement Downtown Strategic Plan.
2.5 Other physical enhancements	Year 3-5	Not Started		
2.6 Marketing / social media	Ongoing	Developing	San Rafael GO program materials	Additional staff capacity needed for active marketing & social media. Possibly work with Chamber or other partners.
3: Analyze Implementation of EIFD				
3.1 Feasibility analysis / plan	Year 1	Implementing	Kosmont performing feasibility analysis	Feasibility draft analysis completed. City Management review phase May 2024.
3.2 Explore County Partnership	Year 1-2	Developing	County Administrator	
3.3 Pursue Grants	Ongoing	Not Started		Additional staff capacity needed.
4. Strengthen Local Partnerships				
4.1 Explore tourism funding models	Year 1-2	Developing	Marin CVB	Q3 2024 convene conversation with County of Marin Economic Development, Marin CVB and Chamber of Commerce.
4.2 Explore / expand event and programming	Year 2-3	Developing		Tracking and facilitating downtown events, in collaboration with promoters, and the Downtown BID.
4.3 Marketing partnerships	Year 1	Implementing	Arts organizations; CVB	
4.4 Tourism partnerships	Year 1	Developing		Completed periodic marketing strategy review with Marin CVB.
4.5 Arts programming	Year 1	Implementing	DSRAD implementation	Drafting Downtown San Rafael Arts District activation plan with arts collaborators. Distributing grant funds to implement arts programming 2023-2025. Collaborating with Marin County Cultural Division on county emerging strategies to expand arts.
4.6 Collaborate with service organizations	Year 2-3	Not Started		

Attachment 2
ECONOMIC DEVELOPMENT STRATEGIC PLAN ANNUAL REPORT
Status Matrix

Action Item	Timeframe	Status	Collaborators/ Resource	Status/Activity as of April 2024
5: Attract High-tech Industrial Uses				
5.1 Revise zoning / processes for industrial use	Year 3-5	Not Started		
5.2 Pursue new industrial sectors	Year 1-2	Developing	Commercial Broker community	Actively pursuing leads on for underutilized industrial lands.
5.3 Evaluate tech industrial overlay zoning	Year 2-3	Not Started		
5.4 Conduct outreach to businesses, industry groups	Year 1-2	Implementing		Supporting BioMarin expansion project. Participating on East San Rafael Working Group of the Chamber to spur outreach and industrial lands investment.
6: Outreach for Private / Business Development Opportunities				
6.1 Identify / analyze sites for reuse	Year 1-2	Implementing		Supporting business inquiries through concierge-style customer service. Implemented Zoom Prospector web tool for site selection and market research. Additional staff resources needed for deeper analysis and intervention.
6.2 Outreach / collaborate with property owners	Year 1-2	Implementing		Supporting business inquiries through concierge-style customer service. Plan for future industry convenings, including commercial real estate, medical tech, and creative economy.
6.3 Pursue businesses / developers	Year 2-3	Implementing		Actively engaging commercial broker community to understand market challenges.
6.4 Cannabis businesses opportunities	Year 2-3	Developing	Cannabis Business Summit meeting March 2024	Cannabis Industry convening held March 2024. Licensed businesses declining. No license volume expansion necessary at this time. Researching micro-license.
6.5 Update Mobile Vendor Ordinance	Year 2-3	Not Started		
7: Workforce Development Programs				
7.1 Coordinate with orgs. for workforce development	Year 3-5	Developing	County of Marin	Engaging with new County Economic Development Coordinator on County-wide strategies.
7.2 Conduct outreach to local businesses/ orgs.	Year 3-5	Not Started		



San Rafael is a thriving community with a high-quality employment base, excellent local identity and important regional connectivity. We have strong core industries including small business, community service, biotech, and advanced industrial production.

We are building on our solid economic foundation with new players that can benefit from San Rafael's talent pool and regional position and welcome your investment and interest.

- Mayor Kate Colin



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-  Help reduce barriers
-  Facilitate connections to garner support



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From major development permit entitlement to minor tenant improvements, we offer enhanced customer support so that you can make the best business decision.



Site Selection Assistance

Find the right location with connections to brokers and property owners, zoning information, and infrastructure requirements. Access our free real estate and business data tools to speed and inform your search.



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Our economic development specialists will coordinate communication among city staff to increase your project's certainty.



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San Rafael offers an environment ripe for entrepreneurship, creativity, and technological advancement.

Our mission is to increase investments in San Rafael that contribute to the growth of the City's economy, foster fiscal sustainability, expand job opportunities for all residents, and enhance the community's quality of life.

Our approach is to help **navigate, facilitate, and support businesses** along their development and expansion pathways.



La ciudad de San Rafael tiene una comunidad próspera con una base de empleo de alta calidad, una excelente identidad local y conectividad regional muy importante. Tenemos una base de industrias centrales muy fuerte, incluyendo pequeños comerciantes, servicios a la comunidad, biotecnología,

y un avanzado sistema de producción industrial. Estamos construyendo sobre nuestra sólida base económica con nuevos actores que se pueden beneficiar de una gran reserva de talento y una posición regional que le da la bienvenida a sus intereses e inversiones.

- Alcaldesa Kate Colin



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-  Consulta de proyecto a nivel de concepto
-  Coordinación con departamentos municipales
-  Herramientas y asistencia para la selección del lugar o sitio
-  Ayuda para reducir barreras
-  Facilitar conexiones para conseguir apoyo



Atribución de fotografía: Jordan Wise



Desde derecho a permisos para grandes obras de desarrollo hasta pequeños arreglos para inquilinos, nosotros ofrecemos atención al cliente mejorada para que usted pueda tomar las mejores decisiones de negocios.



Asistencia para seleccionar el lugar

Acceso gratuito a nuestras herramientas de datos sobre bienes raíces y negocios para acelerar e informar su búsqueda.



Coordinación de procesos

Nuestros especialistas de desarrollo económico coordinarán la comunicación entre el personal municipal para mejorar la certeza de su proyecto.



Asistencia para pequeños comerciantes

A través de nuestra red de asociados podemos conectarlo con una serie de recursos técnicos, financieros y de fuerza laboral.



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San Rafael ofrece un entorno propicio para el emprendimiento, creatividad y avances tecnológicos.

Nuestra misión es incrementar las inversiones en San Rafael que contribuyan al crecimiento de la economía de la Ciudad, fomenten la sustentabilidad fiscal, expandan las oportunidades de empleo para todos sus residentes y mejoren el estilo de vida de la comunidad.

Nuestra estrategia es ayudar a **navegar, facilitar y apoyar** a las empresas en su desarrollo y vías de expansión.



SAN RAFAEL
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Agenda Item No: 6.c

Meeting Date: June 3, 2024

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 MID-MANAGEMENT ASSOCIATION (SRPMMA)

SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION (SRPMMA), BEGINNING 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 Mid-Management Association (SRPMMA) beginning June 1, 2024, and ending June 30, 2027.

BACKGROUND:

The San Rafael Police Mid-Management Association (SRPMMA) represents 6 sworn employees in the San Rafael Police Department (SRPD). The most recent Memorandum of Understanding (“MOU”) for SRPMMA will expire on June 30, 2024. Representatives of the City and SRPMMA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRPMMA signed a total package tentative agreement for a three-year successor MOU effective June 1, 2024, and SRPMMA membership ratified the proposal on May 29, 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

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

- Recruitment and retention of employees
 - Vacancy and attrition rates
 - Hard to fill job classifications
- Compensation of comparable agencies as specified in the current MOU
- Internal equity and compaction

ANALYSIS:

As specified in the SRPMMA MOU, the City prepared compensation surveys for the ranks of Police Captain and Police Lieutenant. The survey included wages and benefits as of December 2023, and the analysis concluded the total compensation (excluding retirement) of Captains and Lieutenants within the SRPD was 24.68% and 18.82% less than comparable Bay Area agencies respectively. The following section summarizes the terms and significant economic items in the successor MOU between the City and SRPMMA. 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: 3.00% cost of living increase and a 4.00% equity adjustment (7.00% total increase)
 - b. Year 2: 3.00% cost of living increase and a 1.50% equity adjustment (4.50% total increase)
 - c. Year 3: 3.00% cost of living increase and a 1.50% equity adjustment (4.50% total increase)

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	\$ 813.48	\$ 136.82	\$ 950.00
Employee +1 dependent	\$ 1,473.00	\$ 427.00	\$ 1,900.00
Employee + Family	\$ 1,915.00	\$ 485.00	\$ 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 SRPMMA 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. **Longevity (Article 3.3.6):** 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.

5. 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 articles includes:

- Gender Neutral Language (Throughout MOU): Replaced references to “he,” “she,” “his,” and “hers” with “they,” “them,” and “their.”
- Indemnification (2.2.3): Adds language to indemnify the City regarding issues relating to dues collection from Association members.
- Definitions (Article 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 (Article 5.3): Incorporates side letter recognizing Juneteenth as a City holiday.
- Bereavement Leave (Article 5.4.2): Updated existing bereavement language to comply with changes in state law.
- Paid Parental Leave (Article 5.4.10): Provides 300 hours of paid parental leave for employees following the birth or adoption of a child.
- End of Life Care Leave (Article 5.4.11): 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 6 employees of SRPMMA is \$2,405,044. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	<u>Incremental FY 2024-25</u>	<u>Incremental FY 2025-26</u>	<u>Incremental FY 2026-27</u>
Wages:			
Salary	\$138,630	\$124,970	\$65,861
Other Costs:			
Pension*	\$100,811	\$ 90,878	\$ 47,894
Taxes (Medicare, WC)	\$ 15,338	\$ 7,603	\$ 7,007
Benefits	<u>\$ 30,046</u>	<u>\$ 7,470</u>	<u>\$ 7,844</u>
Total Annual Incremental Costs:	\$284,825	\$230,921	\$128,606
Total Over Term of Contract:	\$854,475	\$461,842	\$128,606
			\$1,466,156

**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 \$1,466,156 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 (SRPMMA) 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 Mid-Management 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 MID-MANAGEMENT ASSOCIATION (SRPMMA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JUNE 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of SRPMMA 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 SRPMMA 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 Mid-Management Association (SRPMMA) 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 SRPMMA.

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 3rd of June 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 MID-MANAGEMENT ASSOCIATION

JUNE 1, 2024 - JUNE 30, 2027

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Exhibit A Salary Schedule for June 1, 2024 – June 30, 2027

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et.seq. of the Government Code of the State of California.

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, and 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 Mid-Management Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein (See Exhibit A).

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

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

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

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

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 (Article 7.4).

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 City and 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.

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, not as to wages or fringe benefits 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 of meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2027.

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.

2.1.2. Release Time

One hundred (100) 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

The 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 the 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 above shall not apply during periods of separation from the representative bargaining 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 bargaining unit. The term separation includes transfer out of the bargaining unit, layoff, and leave without pay absences with a duration of more than five (5) working days.

2.2.3. Indemnification

The Association will indemnify and hold City harmless against any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of any

provision of this Article. The indemnification includes the cost of defending against any such actions or claims, including claims based on the City's reliance on the Association's seeking dues from employees who contest they are members of the Association.

2.3. MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed 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, relocation's 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 my 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 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.

Nothing contained within Article 2.3, Management Rights, is intended to, in any way, supersede or infringe upon the rights of the recognized employee Association as provided under applicable

Federal and State law, including, but not limited to California State Government Code Sections 3500 through 3510 inclusive.

2.4. COMMENCEMENT OF NEGOTIATIONS

Both parties agree to begin the meet and confer process no later than February 1, 2027, regarding the terms and conditions applicable to an MOU effective July 1, 2027. The process will be initiated by the San Rafael Police Mid-Managers Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

The City embraces the succession planning model and values promotion from within. The City recognizes that this model works best when the salary ranges and total compensation align appropriately. Due to the fact that Police Sergeants are eligible to receive both overtime and a variety of specialty pays, and Police Lieutenants and Captains are limited in these areas, the current alignment is not optimal. Thus, the viability of the succession plan model is compromised. The City recognizes that there is a compaction issue between the Lieutenants and Sergeants when considering the various special pay differentials that are applied to the Sergeant pay. The City agrees to utilize the expertise of a classification and compensation consultant to conduct a total compensation survey of the Sergeant, Lieutenant and Captain job classes with comparable agencies. The City commits to complete the study and for staff to recommend an implementation plan to City Council by June 30, 2017. If adjustments are warranted, SRPMMA positions will be prioritized as funds are available.

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 following day of regular business unless the Finance Department is able to complete the payroll by the previous work day. The method of the distributing payroll shall be established by the Finance Director.

3.1.2. General Wage Increase

In the Year 1, compensation increases will take effect the first full pay period including June 1, 2024. Additionally, the salary range for all classifications 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 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.

In Year 1, the City will provide a 3.00% general salary increase plus a 4.00% equity adjustment (7.00% total increase);

In Year 2, the City will provide a 3.00% general salary increase plus a 1.50% equity adjustment (4.50% total increase); and,

In Year 3, the City will provide a 3.00% general salary increase plus a 1.50% equity adjustment (4.50% total increase).

3.1.3. Definitions

Total Compensation shall be defined as: Top step salary, educational incentive pay, maximum longevity pay available to employees with 12 or more years experience, holiday pay,

uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending the month of October 2016 and each October thereafter during the term of the contract.

3.1.4. Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, ascending salary steps for all members of the Association and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to an appropriate classification in the compensation plan on the basis of duties and responsibilities. Each classification shall be assigned a five-step salary range with corresponding ascending salary rates assigned to each step. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.2. STEP INCREASES

3.2.1. Entry Level Step

All initial employment shall be at the first step of the salary range. The Police Chief may authorize a position at an appropriate higher salary when, in their opinion, it is necessary to obtain qualified personnel. Initial employment appointments above Step C will require City Manager Approval.

3.2.2. Consideration for Step Increases

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of their duties. Salary step advancement shall be made only upon the recommendation of the Police Chief concerned, with the approval of the City Manager or their designee, and are not automatic, but based on acceptable work performance.

Accelerated salary step increases may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager for exceptional job performance.

3.2.3. Merit Increases

Employees at the maximum step of their salary step schedule may be granted a merit performance step increase of up to five percent (5%) above and beyond their top salary step. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn after the specified period of time and is not a disciplinary action and is not appealable. Merit step increases may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

Management and Mid-Management employees shall be evaluated annually based on the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

3.3. ADDITIONAL PAY

3.3.1. Shift Differential Pay

A five percent (5%) shift differential shall be paid for Police Lieutenant regularly scheduled to work fifty percent (50%) or more of their shift after 5:00 p.m.

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. Educational Incentive

The Educational Incentive for Police Captain and Police Lieutenant who have received their POST Management Certificate will be a flat dollar amount of \$264.50 bi-monthly.

3.3.3. Educational Expense Reimbursement

The City of San Rafael supports and encourages job-related professional development of its employees. 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 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.

3.3.4. Bilingual Pay

Full Fluency Program

A five percent (5%) bilingual pay incentive shall be paid to designated bilingual employees at the full fluency level

Conversational Fluency Program

A two and one-half percent (2.5%) bilingual pay incentive shall be paid to designated employees who speak Spanish at the conversational level.

Expert Fluency Program

A 10 percent (10%) bilingual pay incentive shall be paid to designated bilingual employees who speak Spanish at the Expert Fluency level. An employee must have at least five (5) years with the San Rafael Police Department before being eligible for expert fluency.

Employees who have not qualified for the Expert Fluency Program prior to June 1, 2024, shall not be eligible for the Expert Fluency Program incentive.

Within the limits established in the first three paragraphs of this section, to qualify for the Conversational, Full or Expert 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 fluency proficiency certification for employees hired by the City after July 1, 2021 will be obtained by passing a standardized certification issued by an agency approved by the Human Resources Department.

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 department's expense and discretion to continue eligibility for the bilingual differential. Shift assignments and distribution of bilingual employees shall be at the discretion of the Police Chief.

3.3.5. Uniform Allowance

The represented classification will receive a uniform allowance of \$885.00 for each six (6) months of service ending June 30 and December 31. 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 and approval of the City Manager or their designee.

3.3.6. 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.

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, Fire, 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.

4.2 HEALTH & WELFARE

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.

4.2.1 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 allowances shall be:

For employee only:	\$ 813.18
For employee and one dependent:	\$1,473.00
For employee and two or more dependents:	\$1,915.00

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 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 15th paycheck up to a maximum of three percent (3.0%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and their dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum 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. For example, in calendar year 2016, a single employee's monthly flex dollar allowance for health was \$813.18, which includes the \$125.00 designated by CalPERS as the City's monthly PEMHCA contribution. The flex dollar allowance must be used to purchase health coverage.

4.2.2 Retirees Health Insurance

Employees represented by the Police Mid-Management 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 by the City 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 not exceed \$566 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment 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, 4.2.2b, 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.

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.
- b. **Dependent Care Spending Accounts:** Dependent care expenses that qualify under the IRS Code at the IRS Code limit.
- 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 annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.3 DENTAL PLAN

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective care (80/20) per patient per calendar year and orthodontic coverage (50/50); and 80/20 coverage of casts, crowns, and restorations in accordance with the plan document of the provider. The coverage limits are as follows:

Annual Program maximum (per covered person) is \$1500

Maximum lifetime orthodontics (per covered person) is \$1,000

Annual Program deductible (per person/per family) is \$25/\$75 for classes I & II only.

4.4 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.

4.5 LIFE INSURANCE

The City shall pay 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 \$150,000 life insurance and a \$150,000 AD&D benefit.

4.6 LONG TERM DISABILITY POLICY

The City shall pay premiums for a Long-Term Disability Policy for each employee. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$7,500 per month.

4.7 RETIREMENT CONTRIBUTION

4.7.1 City Paid Employee Retirement (City Paid Member 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 future "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 only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

4.7.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 3% at 55 retirement program to all classic 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.

New safety members as defined by the Public Employees' Pension Reform Act of 2013 shall receive pension benefits as defined by law.

4.7.3 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 members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.7.4 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 as a privilege which an employee may use at their 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, a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave. 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.

In recognition of exempt status from FLSA, time off for sick leave purposes shall not be deducted from the employee's account, unless the employee is absent for the full work day.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to an amount not to exceed twelve hundred (1200) hours. The sick leave accrual rate is prorated for eligible part time employees. The cap on sick leave accrual, twelve hundred (1200) hours, does not apply for accrual purposes but does apply for sick leave separation payoff purposes.

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness or illness within the immediate family (immediate family under Section 5.1.3 is defined as employee's spouse, registered domestic partner, children, parents, in-laws, grandparent, grandchild and/or sibling), or physical incapacity resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn peace 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 have 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, on or after July 1, 2002, 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 5.1.6 Compensation for Unused Portion (Sick leave Payoff).

5.1.6 Compensation for Unused Portion

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%) of their sick leave balance.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrued shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave 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 employees are prorated) shall commence to accrue vacation at the following rate for continuous service. For the purpose of this section, one (1) day equals eight (8) hours.

<u>Years of Service</u>	<u>Leave Accrual rate/year</u>
1 - 5 years	15 days or 120 hours
6 years	16 days or 128 hours
7 years	17 days or 136 hours
8 years	18 days or 144 hours
9 years	19 days or 152 hours
10 years	20 days or 160 hours
11 years	21 days or 168 hours
12 years	22 days or 176 hours
13 years	23 days or 184 hours
14 years	24 days or 192 hours
15 years plus	25 days or 200 hours

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. If the employee leaves City employment before accruing the used vacation leave, said employee will reimburse the City the value of the advanced vacation leave.

In recognition of exempt status from FLSA, time off for vacation leave purposes shall not be deducted from the employees' accrual, unless the employee is absent for the full work day.

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 Police Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

In the event that one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Employees who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

5.2.4 *Vacation Cap*

No employee may accrue more than 250 hours 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.

5.3 HOLIDAYS

The following holidays will be observed:

New Years Day	Martin Luther King Day
Washington's Birthday	Lincoln's Birthday
Cesar Chavez Day	Memorial Day
Juneteenth	Labor Day
Independence Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas 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 *Administrative Leave*

Mid-Management employees in this Association shall receive eighty (80) hours of Administrative Leave each calendar year subject to the approval of the Police Chief and the City Manager. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

In recognition of exempt status from FLSA time off for Administrative leave purposes shall not be deducted from employee's accrual, unless the employee is absent for the full work day.

5.4.2 *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 paid bereavement leave within the state and up to five (5) days of paid bereavement leave out-of-state may be granted for bereavement leave. 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 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.

5.4.3 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.

5.4.4 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 City Manager and the Police Chief an opportunity within the limits of military regulations, to determine when such leave shall be taken.

5.4.5 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. Applicable benefits do not accrue during times of leave without pay and Police Officer status is removed.

5.4.6 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 Department coordinates benefits for Workers' 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 Workers' 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.

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.

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:

- a. The employee has reached a maximum medical improvement and/or has been determined "permanent and stationary";
- b. 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, the next steps would include:

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

5.4.7 *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 (<https://intranet.cityofsanrafael.org>).

5.4.8 *Absence without Authorized Leave*

An unauthorized absence of an employee for three consecutive work days shall constitute an automatic resignation from City service.

5.4.9 *Catastrophic Leave*

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

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 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 6.3.5 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.
- 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), 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 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 with minimum staffing as described in the Patrol Staffing Directive, the Chief may temporarily suspend these benefits until staffing returns to minimum staffing levels.

5.4.11 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, 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 6.3.5 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

The established work week for the Police Department shall be 00:01 hours Sunday through 24:00 hours Saturday. Job classifications covered by this Memorandum of Understanding would be scheduled to work during normal business working hours, Monday through Friday.

6.1.1 Alternative Work Week

Police Lieutenants and Police Captains have the option of working a 4-10 or 5-8 plan as shown below:

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.

The Police Chief reserves the right to change schedules based on emergency circumstances.

6.2 OVERTIME

The following special provisions for the payment of overtime will apply to (the FLSA exempt) Police Lieutenants and Police Captains.

6.2.1 Special Events, Extra Duty Requests and Grant Operations

Employees shall be compensated at the overtime rate for the highest Police Sergeant as determined by the Police Department Business Office and shall not exceed grant limitations for extended hours worked for special events and grant operations which are compensated outside of the City's General Fund. Police Lieutenants and Police Captains will only be allowed to work overtime on such assignments under any of the following circumstance:

- a. Required management staffing at the request of the Police Chief or their designee
- b. Backfill of a vacant sworn officer position if the overtime opportunity has been posted for at least seven (7) days and remains unfilled, or if the vacancy remains unfilled less than forty-eight (48) hours prior to the event.

Both parties understand and agree that nothing within this overtime provision shall alleviate represented employees from management duties during special events and grant operations.

6.3 PROBATIONARY PERIOD

6.3.1 Purpose of Probation

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.

6.3.2 Length of Probationary Period

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.3.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Police Chief without the right of appeal.

6.3.4 Notification of Rejection

On 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 reject the employee. After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of their rejection.

6.3.5 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.

6.3.6 Regular Status

Regular status in the assigned (new) position shall commence with the day following the expiration date of the probationary period.

6.3.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher classification provided they are certified from the appropriate Eligibility 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.

6.3.8 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 and all previous rights and privileges restored. 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.

6.4 PERSONNEL RULES & REGULATIONS

This Association accepts the revised Personnel Rules and Regulations presented in a documented dated April 1991.

6.4.1 Employer-Employee Resolution

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

6.4.2 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 and/or sale of illegal drugs, use of illegal drugs or misuse of prescribed drugs or alcohol, 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 abuse 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 7.4.4 of the Memorandum of Understanding.

6.4.3 Outside Employment Policy

All employees of the Police Department should refer to the Citywide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.4.4 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.

6.4.5 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.

6.4.6 Use of City Vehicle

The City agrees to allow all currently represented classified positions covered by this agreement (Police Captain and Police Lieutenant) the use of department vehicles, as practiced on the date the MOU was adopted by the City Council for FY 91-92, as they are expected to respond to emergencies. During the term of this contract the Police Chief and members of this Association shall meet and confer on the development of a specific policy related to City Vehicle Use.

6.4.7 Temporary Modified Duty Policy

The purpose of this temporary modified duty program is to minimize the loss 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. Modified duty assignments will be structured so that employees are not placed in a duty status that would aggravate or re-incur an injury or illness. Modified duty assignments are to be limited to temporary periods and are not to be used to create a permanent modified 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 modified duty program.

2. Determination/Required Reports

- a. Modified 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 modified 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 modified duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current modified duty assignment or to determine when to commence a modified duty assignment.

3. Modified Duty Assignments - Definitions/Restrictions

- a. Modified duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Modified duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Modified 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, modified 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 modified duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

- e. Specific modified 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 modified 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 modified duty assignment work hours and work week. 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 modified duty employee. If the employees are assigned to work hours on a work holiday, so shall the modified duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
 - b. Employees assigned to modified 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 MISCELLANEOUS

6.5.1 Gratuities / Solicitation of Contributions

All employees of the Police Department should refer to Departmental Rules and Regulations 320.5.2(e) for the rules and procedures related to gratuities/solicitation.

6.5.2 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to any employee shall be returned to the employee's supervisor.

6.5.3 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.5.4 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 department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

6.5.5 Gym Reimbursement

Employees are eligible to receive up to \$50 reimbursement per month for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall

be paid once per year by the City in a lump-sum check and reported as taxable income to the employee.

6.5.6 *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 for the purpose of exercise.
- 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. 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 0500hrs to 2200hrs.
 - 2) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
 - 3) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.
- D. 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.
- E. 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 at their desk as time permits in the balance of their workload.
- 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 is approved by the Watch Commander or their 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.

- 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) 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,
 - 6) 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).
 - 7) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
 - 8) 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 City Manager or their 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 do not possess the minimum qualifications of the position at the time of demotion.

When the action is initiated by the City Manager or their designee, 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 Department.

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 City Manager may suspend an employee from a position at any time for a 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 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 City Manager and the Human Resources Department.

7.2.2 Termination - Layoff

The City Manager or their designee may terminate an employee because of changes in duties or organization, abolition of position, 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 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.

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

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.

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 narcotic 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, 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.

7.3.2 Appeals

If an employee feels they have been unjustly disciplined/discharged, they shall have the right to appeal their case through the appropriate procedure (Article 7.4). Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of the discipline/discharge; unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (appellant) may submit the appeal directly to 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. 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 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.

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 selected by the City and the Association.

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 have a grievance may discuss their complaint with the Police Chief or with such 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 of which they are 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 have 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.

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 in the previous step, the grievant, the Association, or the City 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 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 Association and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefings, if any.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of grievance as hereinabove set forth in paragraph (1) of this section.

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable and nor proposal to modify, amend or terminate this Memorandum of Understanding, not any matter or subject under this section; and no Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the 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

In reduction of force, the last employee appointed within the represented classification shall be the first employee laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided that the employee retained or re-hired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being re-hired 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 Eligibility List as hereinafter specified.

The Re-employment Eligibility List shall consist of names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such lists 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.

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 Eligibility List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

**SAN RAFAEL POLICE MID-MANAGEMENT
ASSOCIATION:**

CITY OF SAN RAFAEL:

Todd Berringer, Police Lieutenant

**Angela Robinson Piñon, Assistant City
Manager**

Scott Eberle, Police Lieutenant

Marissa Sanchez, Director, Human Resources

Date

Date

**SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION
SALARY SCHEDULE**

Exhibit A

[Effective June 1, 2024](#)

Grade	<u>Position</u>	A	B	C	D	E	F
6103	POLICE CAPTAIN	\$14,818	\$15,559	\$16,337	\$17,153	\$18,011	\$18,912
6110	POLICE LIEUTENANT	\$13,119	\$13,775	\$14,464	\$15,187	\$15,946	\$16,744

**SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION
SALARY SCHEDULE**

Exhibit A

[Effective July 1, 2025](#)

Grade	<u>Position</u>	A	B	C	D	E	F
6103	POLICE CAPTAIN	\$15,484	\$16,259	\$17,072	\$17,925	\$18,821	\$19,763
6110	POLICE LIEUTENANT	\$13,710	\$14,395	\$15,115	\$15,870	\$16,664	\$17,497

**SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION
SALARY SCHEDULE**

Exhibit A

[Effective July 1, 2026](#)

Grade	<u>Position</u>	A	B	C	D	E	F
6103	POLICE CAPTAIN	\$16,181	\$16,990	\$17,840	\$18,732	\$19,668	\$20,652
6110	POLICE LIEUTENANT	\$14,326	\$15,043	\$15,795	\$16,585	\$17,414	\$18,285

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

JULY 1, 2024 - JUNE 30, 20242027

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et.seq. of the Government Code of the State of California.

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, and 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, 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 Mid-Management Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein (See Exhibit A).

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

1.1.2. Term of MOU

This agreement shall be in effect from [July-June 1, 2024](#) through June 30, 2027.

1.2. RECOGNITION

1.2.1. Bargaining Unit

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

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

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 (Article 7.4).

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 City and 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.

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, not as to wages or fringe benefits 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 of meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2027⁴.

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.

2.1.2. Release Time

One hundred (100) 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

The 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 the 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 above shall not apply during periods of separation from the representative bargaining 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 bargaining unit. The term separation includes transfer out of the bargaining unit, layoff, and leave without pay absences with a duration of more than five (5) working days.

2.2.3. Indemnification

The Association will indemnify and hold City harmless against any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of any

[provision of this Article. The indemnification includes the cost of defending against any such actions or claims, including claims based on the City's reliance on the Association's seeking dues from employees who contest they are members of the Association.](#)

2.3. MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed 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, relocation's 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 my 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 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.

Nothing contained within Article 2.3, Management Rights, is intended to, in any way, supersede or infringe upon the rights of the recognized employee Association as provided under applicable Federal and State law, including, but not limited to California State Government Code Sections 3500 through 3510 inclusive.

2.4. COMMENCEMENT OF NEGOTIATIONS

Both parties agree to begin the meet and confer process no later than February 1, 2027~~4~~, regarding the terms and conditions applicable to an MOU effective July 1, 2027~~4~~. The process will be initiated by the San Rafael Police Mid-Managers Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

The City embraces the succession planning model and values promotion from within. The City recognizes that this model works best when the salary ranges and total compensation align appropriately. Due to the fact that Police Sergeants are eligible to receive both overtime and a variety of specialty pays, and Police Lieutenants and Captains are limited in these areas, the current alignment is not optimal. Thus, the viability of the succession plan model is compromised. The City recognizes that there is a compaction issue between the Lieutenants and Sergeants when considering the various special pay differentials that are applied to the Sergeant pay. The City agrees to utilize the expertise of a classification and compensation consultant to conduct a total compensation survey of the Sergeant, Lieutenant and Captain job classes with comparable agencies. The City commits to complete the study and for staff to recommend an implementation plan to City Council by June 30, 2017. If adjustments are warranted, SRPMMA positions will be prioritized as funds are available.

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 following day of regular business unless the Finance Department is able to complete the payroll by the previous work day. The method of the distributing payroll shall be established by the Finance Director.

3.1.2. General Wage Increase

In the Year 1, compensation increases will take effect the first full pay period including July-June 1, 2021-2024~~or the first full pay period following Council ratification of a new MOU, whichever occurs later.~~ Additionally, the salary range for all classifications 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 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.

In Year 1, the City will provide a 4-63.00% general salary increase plus a 2-44.00% equity adjustment (47.00% total increase);

In Year 2, the City will provide a 4-63.00% general salary increase plus a 2-41.50% equity adjustment (44.50% total increase); and,

In Year 3, the City will provide a 4-63.00% general salary increase plus a 2-41.50% equity adjustment (44.50% total increase).

3.1.3. Definitions

Total Compensation shall be defined as: Top step salary, ~~(excluding longevity pay steps)~~, educational incentive pay, maximum longevity pay available to employees with 12 or more years experience, holiday pay, uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending the month of October 2016 and each October thereafter during the term of the contract.

3.1.4. Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, ascending salary steps for all members of the Association and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to an appropriate classification in the compensation plan on the basis of duties and responsibilities. Each classification shall be assigned a five-step salary range with corresponding ascending salary rates assigned to each step. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.2. STEP INCREASES

3.2.1. Entry Level Step

All initial employment shall be at the first step of the salary range. The Police Chief may authorize a position at an appropriate higher salary when, in his/her/their opinion, it is necessary to obtain qualified personnel. Initial employment appointments above Step C will require City Manager Approval.

3.2.2. Consideration for Step Increases

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of his/her/their duties. Salary step advancement shall be made only upon the recommendation of the Police Chief concerned, with the approval of the City Manager or his/her/their designee, and are not automatic, but based on acceptable work performance.

Accelerated salary step increases may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager for exceptional job performance.

3.2.3. Merit Increases

Employees at the maximum step of their salary step schedule may be granted a merit performance step increase of up to five percent (5%) above and beyond their top salary step. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn after the specified period of time and is not a disciplinary action and is not appealable. Merit step increases may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

Management and Mid-Management employees shall be evaluated annually based on the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

3.3. ADDITIONAL PAY

3.3.1. Shift Differential Pay

A five percent (5%) shift differential shall be paid for Police Lieutenant regularly scheduled to work fifty percent (50%) or more of their shift after 5:00 p.m.

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. Educational Incentive

The Educational Incentive for Police Captain and Police Lieutenant who have received their POST Management Certificate will be a flat dollar amount of \$264.50 bi-monthly.

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3.3.3. Educational Expense Reimbursement

[The City of San Rafael supports and encourages job-related professional development of its employees.](#) 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 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.

3.3.4. Bilingual Pay

Full Fluency Program

A five percent (5%) bilingual pay incentive shall be paid to designated bilingual employees at the full fluency level

Conversational Fluency Program

A two and one-half percent (2.5%) bilingual pay incentive shall be paid to designated employees who speak Spanish at the conversational level.

Expert Fluency Program

[A 10 percent \(10%\) bilingual pay incentive shall be paid to designated bilingual employees who speak Spanish at the Expert Fluency level. An employee must have at least five \(5\) years with the San Rafael Police Department before being eligible for expert fluency.](#)

[Employees who have not qualified for the Expert Fluency Program prior to June 1, 2024, shall not be eligible for the Expert Fluency Program incentive.](#)

Foreign Language Pay Provisions

~~The City will pay, in advance, for any authorized training or educational costs related to an employee becoming fluent in a foreign language up to an amount equal to the cost of the industry standard. Employees enrolled in such bilingual training are obligated to reimburse the City through payroll deductions over a period of three (3) years for one half the cost of any such education after the completion of such course. The employee is obligated to reimburse the City for the full amount of such education costs if he/she drops out of the education program or does not successfully pass the certification test. In the event an employee must reimburse the full amount, reimbursement shall be through payroll deductions over the course of three (3) years or in full upon separation.~~

Within the limits established in the first three paragraphs of this section, to qualify for the Conversational, Full or Expert 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 fluency proficiency certification for employees hired by the City after July 1, 2021 will be obtained by passing a standardized certification issued by an agency approved by the Human Resources Department.

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 department's expense and discretion to continue eligibility for the bilingual differential. Shift assignments and distribution of bilingual employees shall be at the discretion of the Police Chief.

~~Within the limits established in items 1 and 2 of this section, to qualify for either the 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 full fluency or conversational proficiency certification may be obtained by passing a standardized departmental test (to be developed by the department) or fluency certification issued by an agency approved by the Police Chief. Conversational proficiency certification may be obtained by an employee achieving a Certificate of Completion from One Twelve USA, or passing a departmental conversational test, or a conversational certification issued by an agency approved by the Police Chief.~~

~~Fluency in more than one foreign language does not entitle an employee to more than the 5% bilingual pay differential. Both parties agree to annual re-certification of proficiency to continue eligibility for the bilingual differential.~~

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

3.3.5. Uniform Allowance

The represented classification will receive a uniform allowance of \$885.00 for each six (6) months of service ending June 30 and December 31. 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 and approval of the City Manager or their designee.

3.3.6. 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.

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, Fire, 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.

4.2 HEALTH & WELFARE

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.

4.2.1 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. ~~The ongoing monthly flex dollar allowance shall be:~~

Effective June 1, 2024, the monthly flex dollar allowances shall be:

For employee only:	\$ 813.18
For employee and one dependent:	\$1,473.00
For employee and two or more dependents:	\$1,915.00

The monthly flex dollar allowance effective the first paycheck in December 2024 shall be:

<u>For employee only:</u>	<u>\$ 950.00</u>
<u>For employee and one dependent:</u>	<u>\$1,900.00</u>
<u>For employee and two or more dependents:</u>	<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.

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

The City shall contribute to the cost of medical coverage for each eligible employee and his/her/their dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum 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. For example, in calendar year 2016, a single employee's monthly flex dollar allowance for health was \$813.18, which includes the \$125.00 designated by CalPERS as the City's monthly PEMHCA contribution. The flex dollar allowance must be used to purchase health coverage ~~and any remaining balance would be converted to taxable income.~~

4.2.2 Retirees Health Insurance

-Employees represented by the Police Mid-Management 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 by the City 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 not exceed \$566 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment 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, 4.2.2b, 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.

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.
- b. Dependent Care Spending Accounts: Dependent care expenses that qualify under the IRS Code at the IRS Code limit.
- 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 annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.3 DENTAL PLAN

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective care (80/20) per patient per calendar year and orthodontic coverage (50/50); and 80/20 coverage of casts, crowns, and restorations in accordance with the plan document of the provider. The coverage limits are as follows:

Annual Program maximum (per covered person) is \$1500

Maximum lifetime orthodontics (per covered person) is \$1,000

Annual Program deductible (per person/per family) is \$25/\$75 for classes I & II only.

4.4 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.

4.5 LIFE INSURANCE

The City shall pay 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 \$150,000 life insurance and a \$150,000 AD&D benefit.

4.6 LONG TERM DISABILITY POLICY

The City shall pay premiums for a Long-Term Disability Policy for each employee. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$7,500 per month.

4.7 RETIREMENT CONTRIBUTION

4.7.1 City Paid Employee Retirement (City Paid Member 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 future "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 only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

4.7.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 3% at 55 retirement program to all classic 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.

New safety members as defined by the Public Employees' Pension Reform Act of 2013 shall receive pension benefits as defined by law.

4.7.3 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 members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.7.4 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 as a privilege which an employee may use at [his/hortheir](#) 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, a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave. 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.

In recognition of exempt status from FLSA, time off for sick leave purposes shall not be deducted from the employee's account, unless the employee is absent for the full work day.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to an amount not to exceed twelve hundred (1200) hours. The sick leave accrual rate is prorated for eligible part time employees. The cap on sick leave accrual, twelve hundred (1200) hours, does not apply for accrual purposes but does apply for sick leave separation payoff purposes.

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness or illness within the immediate family (immediate family under Section 5.1.3 is defined as employee's spouse, registered domestic partner, children, parents, in-laws, grandparent, grandchild and/or sibling), or physical incapacity resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn peace 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 have 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, on or after July 1, 2002, 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 5.1.6 Compensation for Unused Portion (Sick leave Payoff)).

5.1.6 Compensation for Unused Portion

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%) of their sick leave balance.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrued shall be prorated for those employees working less than full time. 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 employees are prorated) shall commence to accrue vacation at the following rate for continuous service. For the purpose of this section, one (1) day equals eight (8) hours.

<u>Years of Service</u>	<u>Leave Accrual rate/year</u>
1 - 5 years	15 days or 120 hours
6 years	16 days or 128 hours
7 years	17 days or 136 hours
8 years	18 days or 144 hours
9 years	19 days or 152 hours
10 years	20 days or 160 hours
11 years	21 days or 168 hours
12 years	22 days or 176 hours
13 years	23 days or 184 hours
14 years	24 days or 192 hours
15 years plus	25 days or 200 hours

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. If the employee leaves City employment before accruing the used vacation leave, said employee will reimburse the City the value of the advanced vacation leave.

In recognition of exempt status from FLSA, time off for vacation leave purposes shall not be deducted from the employees' accrual, unless the employee is absent for the full work day.

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

In the event that one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Employees who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

5.2.4 Vacation Cap

No employee may accrue more than 250 hours 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.

5.3 HOLIDAYS

The following holidays will be observed:

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

Mid-Management employees in this Association shall receive eighty (80) hours of Administrative Leave each calendar year subject to the approval of the Police Chief and the City Manager. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

In recognition of exempt status from FLSA time off for Administrative leave purposes shall not be deducted from employee's accrual, unless the employee is absent for the full work day.

5.4.2 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 paid bereavement leave within the state and up to five (5) days of paid bereavement leave out-of-state may be granted for bereavement leave. 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 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.

5.4.3 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.

5.4.4 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 City Manager and the Police Chief an opportunity within the limits of military regulations, to determine when such leave shall be taken.

5.4.5 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. Applicable benefits do not accrue during times of leave without pay and Police Officer status is removed.

5.4.6 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 Department coordinates benefits for Workers' 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 Workers' 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.

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.

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:

- a. The employee has reached a maximum medical improvement and/or has been determined "permanent and stationary";
- b. 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, the next steps would include:

- a. The interactive process; attempt to locate other appropriate employment within the City.

- b. If none available proceed with termination process, including disability retirement application and/or Skelly process, if appropriate.

5.4.7 *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 (<https://intranet.cityofsanrafael.org>).

5.4.8 *Absence without Authorized Leave*

An unauthorized absence of an employee for three consecutive work days shall constitute an automatic resignation from City service.

5.4.9 *Catastrophic Leave*

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

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 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 6.3.5 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.
- 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), 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 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 with minimum staffing as described in the Patrol Staffing Directive, the Chief may temporarily suspend these benefits until staffing returns to minimum staffing levels.

5.4.11 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, 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 6.3.5 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

The established work week for the Police Department shall be 00:01 hours Sunday through 24:00 hours Saturday. Job classifications covered by this Memorandum of Understanding would be scheduled to work during normal business working hours, Monday through Friday.

6.1.1 Alternative Work Week

Police Lieutenants and Police Captains have the option of working a 4-10 or 5-8 plan as shown below:

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.

The Police Chief reserves the right to change schedules based on emergency circumstances.

6.2 OVERTIME

The following special provisions for the payment of overtime will apply to (the FLSA exempt) Police Lieutenants and Police Captains.

6.2.1 Special Events, Extra Duty Requests and Grant Operations

Employees shall be compensated at the overtime rate for the highest Police Sergeant as determined by the Police Department Business Office and shall not exceed grant limitations for extended hours worked for special events and grant operations which are compensated outside of the City's General Fund. Police Lieutenants and Police Captains will only be allowed to work overtime on such assignments under any of the following circumstance:

- a. Required management staffing at the request of the Police Chief or [his/hert heir](#) designee
- b. Backfill of a vacant sworn officer position if the overtime opportunity has been posted for at least seven (7) days and remains unfilled, or if the vacancy remains unfilled less than forty-eight (48) hours prior to the event.

Both parties understand and agree that nothing within this overtime provision shall alleviate represented employees from management duties during special events and grant operations.

6.3 PROBATIONARY PERIOD

6.3.1 Purpose of Probation

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.

6.3.2 Length of Probationary Period

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.3.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Police Chief without the right of appeal.

6.3.4 Notification of Rejection

On 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 reject the employee. After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of [his/her/their](#) rejection.

6.3.5 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.

6.3.6 Regular Status

Regular status in the assigned (new) position shall commence with the day following the expiration date of the probationary period.

6.3.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher classification provided [he/she/they is/are](#) certified from the appropriate Eligibility 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.

6.3.8 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 and all previous rights and privileges restored. 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.

6.4 PERSONNEL RULES & REGULATIONS

This Association accepts the revised Personnel Rules and Regulations presented in a documented dated April 1991.

6.4.1 Employer-Employee Resolution

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

6.4.2 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 and/or sale of illegal drugs, use of illegal drugs or misuse of prescribed drugs or alcohol, 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 abuse 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 7.4.4 of the Memorandum of Understanding.

6.4.3 Outside Employment Policy

All employees of the Police Department should refer to the Citywide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.4.4 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.

6.4.5 *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.

6.4.6 *Use of City Vehicle*

The City agrees to allow all currently represented classified positions covered by this agreement (Police Captain and Police Lieutenant) the use of department vehicles, as practiced on the date the MOU was adopted by the City Council for FY 91-92, as they are expected to respond to emergencies. During the term of this contract the Police Chief and members of this Association shall meet and confer on the development of a specific policy related to City Vehicle Use.

6.4.7 *Temporary Modified Duty Policy*

The purpose of this temporary modified duty program is to minimize the loss 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. Modified duty assignments will be structured so that employees are not placed in a duty status that would aggravate or re-incur an injury or illness. Modified duty assignments are to be limited to temporary periods and are not to be used to create a permanent modified 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 modified duty program.

2. Determination/Required Reports

- a. Modified 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 modified 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 modified duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current modified duty assignment or to determine when to commence a modified duty assignment.

3. Modified Duty Assignments - Definitions/Restrictions

- a. Modified duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Modified duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Modified 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, modified 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 modified duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

- e. Specific modified 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 modified 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 modified duty assignment work hours and work week. 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 modified duty employee. If the employees are assigned to work hours on a work holiday, so shall the modified duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
 - b. Employees assigned to modified 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 MISCELLANEOUS

6.5.1 Gratuities / Solicitation of Contributions

All employees of the Police Department should refer to Departmental Rules and Regulations ~~320.5.2(e) 300.48 and 300.50~~ for the rules and procedures related to gratuities/solicitation.

6.5.2 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to any employee shall be returned to the employee's supervisor.

6.5.3 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.5.4 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 department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

6.5.5 Gym Reimbursement

Employees are eligible to receive up to \$50 reimbursement per month for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall

be paid once per year by the City in a lump-sum check and reported as taxable income to the employee.

6.5.6 *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 for the purpose of exercise.
- 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. 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 0500hrs to 2200hrs.
 - 2) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
 - 3) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.
- D. 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.
- E. 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 at their desk as time permits in the balance of their workload.
- 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 is approved by the Watch Commander or ~~his/~~hertheir 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.

- 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) 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,
 - 6) 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).
 - 7) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
 - 8) 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 City Manager or [his/her/their](#) 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/do](#) not possess the minimum qualifications of the position at the time of demotion.

When the action is initiated by the City Manager or [his/her/their](#) designee, 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 Department.

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 City Manager may suspend an employee from a position at any time for a 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 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 City Manager and the Human Resources Department.

7.2.2 Termination - Layoff

The City Manager or [his/her/their](#) designee may terminate an employee because of changes in duties or organization, abolition of position, 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 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.

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

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.

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 narcotic 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, 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.

7.3.2 Appeals

If an employee feels ~~he or she~~they ~~has~~have been unjustly disciplined/discharged, ~~he or she~~they shall have the right to appeal ~~his or her~~their case through the appropriate procedure (Article 7.4). Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of the discipline/discharge; unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (appellant) may submit the appeal directly to 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. 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 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.

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 selected by the City and the Association.

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~~have a grievance may discuss ~~his or her~~their complaint with the Police Chief or with such 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 of which ~~he or she~~they ~~is~~are 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 have 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.

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 in the previous step, the grievant, the Association, or the City 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 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 Association and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefings, if any.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of grievance as hereinabove set forth in paragraph (1) of this section.

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable and nor proposal to modify, amend or terminate this Memorandum of Understanding, not any matter or subject under this section; and no Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the 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

In reduction of force, the last employee appointed within the represented classification shall be the first employee laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided that the employee retained or re-hired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being re-hired 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 Eligibility List as hereinafter specified.

The Re-employment Eligibility List shall consist of names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such lists 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.

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 Eligibility List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

**SAN RAFAEL POLICE MID-MANAGEMENT
ASSOCIATION:**

CITY OF SAN RAFAEL:

~~Dan Fink~~Todd Berringer, Police Lieutenant

~~Cristine Alilevich~~Angela Robinson Piñon,
Assistant City Manager

Scott Eberle, Police Lieutenant

~~Sylvia Gonzalez Shelton~~, HR Operations
MgrMarissa Sanchez, Director, Human
Resources

Date

Date



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office/Human Resources

Prepared by: Angela Robinson Piñon,
Assistant City Manager

City Manager Approval: 

Marissa Sanchez, Human
Resources Director

TOPIC: SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH SAN RAFAEL FIRE CHIEF OFFICERS’ ASSOCIATION (SRFCOA)

SUBJECT: RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL FIRE CHIEF OFFICERS’ ASSOCIATION (SRFCOA), BEGINNING 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 Fire Chief Officers’ Association (SRFCOA) beginning June 1, 2024, and ending June 30, 2027.

BACKGROUND:

The San Rafael Fire Chief Officers’ Association (SRFCOA) represents 3 sworn employees in the San Rafael Fire Department. The most recent Memorandum of Understanding (“MOU”) for SRFCOA will expire on June 30, 2024. Representatives of the City and SRFCOA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRFCOA signed a total package tentative agreement for a three-year successor MOU effective June 1, 2024, and SRFCOA membership ratified the proposal on May 29, 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

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

- Compensation of Comparable Agencies as Specified in the Current MOU
- Internal Equity and Compaction

ANALYSIS:

As noted previously, the City’s negotiations were informed by compensation by comparable agencies as well as internal equity and compaction. As specified in the SRFCOA MOU, the City prepared a compensation survey for the rank of Battalion Chief. The survey included wages and benefits as of December 2023, and the analysis concluded the total compensation (excluding retirement) for Battalion Chiefs was 11.25% less than comparable Bay Area agencies.

The following section summarizes the terms and significant economic items in the successor MOU between the City and SRFCOA. 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 (Article 3.1.1):** 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.
 - a. Year 1: 3.00% general salary increase and a 3.55% equity adjustment (6.55% total increase)
 - b. Year 2: 3.00% general salary increase and a 3.00% equity adjustment (6.00% total increase)
 - c. Year 3: 3.00% general salary increase a 2.5% equity adjustment on July 1, 2026 (5.50% total increase), and a 1.00% equity adjustment on January 1, 2027

The salary schedule included in the attached MOU authorizes the proposed new salary range for SRFCOA.

- 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	\$ 825.69	\$ 124.31	\$ 950.00
Employee +1 dependent	\$ 1,321.09	\$ 578.91	\$ 1,900.00
Employee + Family	\$ 1,717.44	\$ 682.56	\$ 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 SRFCOA 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. **Bilingual Pay (Article 3.4.4):** Includes 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.
5. **Specialty Assignment (Article 6.5):** Adds a 5% incentive for employees who take on additional work responsibilities as part of a specialty assignment within SRFD.
6. **Acting Deputy Chief/Fire Chief Pay (Article 6.9.6):** Employees who are asked to perform the job duties and responsibilities of either the Deputy Chief or Fire Chief will receive “out of class” compensation after working one (1) 37.5-hour work week or more.
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.”
 - Compensation Goals & Definitions (Article 3.1.2): Adds bilingual pay to the definition of “total compensation.”
 - Contributions to Retiree Health Savings Account (Article 4.2.3): Changed the voluntary employee contribution from \$5,000 to 100 hours of employee compensation.
 - Sick Leave Payoff (Article 5.1.5): Incorporated an existing side letter regarding the maximum sick leave payout, and contribution of excess leave into an employee’s Retiree Health Savings Account.
 - Holidays – Days Observed (Article 5.3.1): Incorporates side letter recognizing Juneteenth as a City holiday.
 - Bereavement Leave (Article 5.4.2): Updated existing bereavement language to comply with changes in state law.
 - Traumatic Incident Leave (Article 5.4.10): 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 (Article 5.4.11): 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 (Article 5.4.12): 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 3 employees of SRFCOA is \$1,208,877. The additional ongoing incremental cost of the successor MOU beyond the fiscal year 2023-24 budget is:

	<u>Incremental FY 2024-25</u>	<u>Incremental FY 2025-26</u>	<u>Incremental FY 2026-27</u>
Wages:			
Salary	\$51,368	\$40,506	\$43,133
Other Costs:			

Pension*	\$37,827	\$29,829	\$31,763
Taxes (Medicare, WC)	\$ 4,122	\$ 3,884	\$ 4,136
Benefits	<u>\$15,460</u>	<u>\$ 2,894</u>	<u>\$ 3,044</u>
Total Annual Incremental Costs:	\$108,777	\$77,113	\$82,076
Total Over Term of Contract	\$326,331	\$154,226	\$82,076
			\$570,436

**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 \$570,436 for an effective date of July 1, 2024. The increase in compensation included in this resolution is being reflected in the City's FY 2024-25 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 Fire Chief Officers' Association (SRFCOA) 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 Fire Chief Officers' 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 FIRE CHIEF OFFICERS' ASSOCIATION (SRFCOA) PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JUNE 1, 2024 THROUGH JUNE 30, 2027)

WHEREAS, the City of San Rafael and representatives of SRFCOA 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 SRFCOA 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 Fire Chief Officers' Association (SRFCOA) 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 SRFCOA.

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 3rd of June 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 FIRE CHIEF OFFICERS' ASSOCIATION

JUNE 1, 2024 - JUNE 30, 2027

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN RAFAEL
AND
SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Section 3500, et seq. the Government Code of the State of California).

The San Rafael Fire Chief Officers' Association 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 said representative unit, and have freely exchanged information, opinions and proposals, and have reached an agreement on all matters relating to the employment conditions and the 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 for salary and employee benefit adjustments for the period commencing June 1, 2024 and ending June 30, 2027. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Fire Chief Officers' Association, the employees it represents, and the City of San Rafael.

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 Fire Chief Officers' Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth as follows:

- a. Battalion Chief

In accepting employment with the City of San Rafael, each employee agrees to be governed by and to comply with the City's Personnel Ordinance, City's Personnel Rules and Regulations, City's Employer-Employee Resolution, City's Administrative Procedures, and Fire Department Rules and Regulations, General Orders and Procedures.

1.1.2 Term of Memorandum of Understanding (MOU)

This agreement shall be in effect from June 1, 2024 through June 30, 2027.

1.2 RECOGNITION

1.2.1 Bargaining Unit

City hereby recognizes Association as the bargaining representative for purpose of establishing salaries, hours, fringe benefits and working conditions for all employees within the San Rafael Fire Chief Officers' Association Bargaining Unit which includes the following:

- a. Battalion Chief

1.2.2 *Available Copies*

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.

1.2.3 *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.

1.2.4 *Employee Representatives*

The Association shall, by written notice to the City Manager, designate certain of its members as Employee Representatives.

1.3 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 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.

1.3.2 *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 Association.

1.4 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.

1.5 EXISTING LAWS, REGULATIONS & POLICIES

This Memorandum is subject to all applicable laws.

1.6 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 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.

1.7 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.

1.8 PREVAILING RIGHTS

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

1.9 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 acts, 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.

1.10 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.10.1 Modification/Waiver

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 1, 2020.

1.10.2 Effective Dates

This Agreement will be in effect from June 1, 2024, 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.

1.10.3 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.

2 MMBA

2.1 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:

- A. 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.

- B. 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.
- C. 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.
- D. The employees' 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.

In the case of an employee who is in a non-pay status during a part of the pay period and 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.
- E. 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.

2.2 RELEASE TIME

The City shall allow a reasonable number of Association members 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. Reasonable time off without loss of compensation or other benefits shall also be granted to members of the Association to participate in and prepare for grievances.

2.3 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.

2.4 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.

3 COMPENSATION

3.1 GENERAL WAGES & COMPENSATION

3.1.1 General Wage Increase

In the First Year, compensation increases will take effect the first full pay period including June 1, 2024.

In Year 1, the City will provide a 3.0% general salary increase plus a 3.55% equity adjustment (6.55% total);

In Year 2, the City will provide a 3.0% general salary increase plus a 3.0% equity adjustment (6.00% total); and,

In Year 3, the City will provide a 3.0% general salary increase plus a 2.5% equity adjustment (5.50% total) 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 Fire District, and South San Francisco, 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 salary (excluding longevity pay steps), educational incentive pay, holiday pay, uniform allowance, bilingual pay, employer paid deferred compensation, 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. Total compensation comparisons shall be calculated both with and without the employer's retirement contribution.

3.1.3 Compensation Surveys

To measure progress towards the above-stated goal, the City and the Association will jointly survey the benchmark position of Battalion Chief three (3) months before the expiration 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 being on the salary schedule and having a job class description. Other city/agency positions are established as benchmark positions in San Rafael's compensation survey based upon similar work and similar job requirements.

Survey data will include all salary and benefit increases, as defined in 'total compensation' for the purpose of measuring progress towards the goal. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.2 SALARY STEP INCREASE

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of their duties. Salary step advancement shall be made only upon the recommendation of the Fire Chief, with the approval of the City Manager or their designee, and are not automatic, but based on documented, acceptable work performance. Accelerated salary step increases may be granted an employee based upon the recommendation of the Fire Chief and approval of the City Manager for exceptional job performance.

3.3 PAY CHECK DATES

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

During the term of this Agreement, the City may institute change the payroll schedule from 24 pay cycles per year to 26 pay cycles per year.

3.4 ADDITIONAL PAY

3.4.1 Education Incentive Program

The Educational Incentive for all employees represented by this Association is included in the base salary.

3.4.2 Uniform Allowance

Uniform members of the Fire Department, represented by this Association, shall receive a uniform allowance in the amount of \$805.00 at the completion of each six months of service ending June 1st and December 1st. A pro-ration at the rate of \$134.17 per month may be given for a portion of the first and last six months of service upon recommendation of the Department Head and approval of the City Manager.

3.4.3 Boot Allowance

Uniform members of the Fire Department, represented by this Association, shall be entitled to a maximum of \$160 every two fiscal years for a boot allowance. The employee is responsible for purchasing safety boots and submitting a receipt for reimbursement. The boots must be purchased for City use only and must adhere to safety requirements.

3.4.4 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 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 include representatives from all bargaining groups.

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.

Effective July 1, 2024, the monthly flex dollar allowances shall be:

For employee only:	\$ 825.69
For employee and one dependent:	\$1,321.09
For employee and two or more dependents:	\$1,717.44

The monthly flex dollar allowance effective the first paycheck of 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 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, 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 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 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 an 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 Opt-out payment will be \$760 per month for employees hired into the association on or before January 1, 2017. New members hired into the association after January 1, 2017, shall be eligible for a \$300 Opt-out payment.

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 or other legislation or agency guidance.

4.2.2 Retiree's Health Insurance

Employees represented by the Association who retire from the Marin County Retirement System, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans, 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 by the City 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 shall not exceed \$557 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment 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 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.

4.2.3 Contributions into a Retiree Health Savings Account (RHS)

For employees hired into City employment after January 1, 2010, the City shall contribute 2% of top step Firefighter-Paramedic base salary into a Retiree Health Savings (RHS) Account and the employee shall also contribute 2% of top step Firefighter-Paramedic base salary into the same account. In the event an employee's salary is not sufficient to contribute the 2%, no City or employee contribution will be made until such time as the salary is sufficient to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired.

Employees hired into City employment on or before January 1, 2010, will contribute 100 hours to an RHS account each July 31st in the form of a sick leave conversion of hours.

4.2.4 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. Participation in a plan is voluntary and the administrative fees to participate in the plan are the responsibility of employees.

The City will make a monthly contribution of 0.83% of base salary to a deferred compensation plan.

In addition, the City will provide at least one Roth 457 plan option to members by October 1, 2021. The Roth 457 will be funded by employee contributions only.

4.2.5 Flexible Spending Account for Health and Dependent Care Reimbursement (125)

The City will continue to offer a Section 125 Plan pursuant to the IRS Code.

City shall establish annual enrollment period for the Section 125 Plan and each employee must re-enroll if they wish to participate in the Section 125 Plan for the following calendar year. City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process but agrees to coordinate all changes through the Employee Benefits Committee.

4.3 LIFE INSURANCE

The City will pay the full premium cost for enrollment in the group term insurance plans for employees represented by this bargaining unit. The basic plan provides \$150,000 of group term life insurance and \$150,000 of AD&D benefit.

4.4 LONG TERM DISABILITY POLICY

The City shall pay premiums for a Long-Term Disability Policy for each employee. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$7,500 per month through the City's CIGNA coverage.

Members of the Chief Officer's 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.

4.5 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. The City will add the full cost of the dental premium as a paid benefit by the City to the Full Flex Cafeteria Plan enrollment form.
- 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.

4.6 RETIREMENT

4.6.1 *City Paid Employee Retirement*

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

Employees represented by this bargaining group who retire from the City of San Rafael within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation for at the time of retirement, pursuant to Section 5.1.5. of this M.O.U.).

4.6.2 *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 is based on an employees' single highest year of compensation with a 3% COLA.

Safety members 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.

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.

4.6.3 *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 members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.6.4 *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.

5 LEAVES

5.1 SICK LEAVE

5.1.1 *Policy Statement*

Each employee represented by this Association shall be eligible to accrue sick leave benefits. Employees may use accrued sick leave, if necessary, during their probationary period. Sick leave shall not be considered as a privilege, which an employee may use at their discretion but shall be allowed only in case of necessity and actual sickness or disability.

5.1.2 *Administration of Sick Leave*

An employee eligible for sick leave with pay will be granted such leave with the approval of the Fire Chief for the following purposes: Personal illness or illness within the immediate family (immediate family is defined based on California Paid Sick Leave law as employee's spouse, registered domestic partner, children and/or employee's parents, in-laws, siblings, grandchild and grandparents) or physical incapacity resulting from causes beyond the employee's control; or Enforced quarantine of the employee in accordance with community health regulations. Except that 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 employee is required to notify the Fire Chief according to department rules and regulations at the beginning of their workday if said employee will be absent under the provisions of sick leave. Every employee who is absent from their duties for two (2) consecutive days, under the provisions of sick leave, shall file with the Human Resources Director, if so requested, a verification in the form of a physician's certificate or the employee's personal affidavit, verifying the employee's eligibility for sick leave. The inability or refusal by said employee to furnish the requested information, as herein required, shall constitute good and sufficient cause for disciplinary action, up to and including dismissal.

In recognition of exempt status from FLSA, time off for Sick leave purposes shall not be deducted from employee's accrual unless the employee is absent for the full workday.

5.1.3 Sick Leave Accrual

Represented employees working a 56-hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 37.5-hour work week shall earn sick leave credits at the rate of 7.5 hours per month.

Accrual of sick leave for usage purposes is unlimited. The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 37.5-hour work week and 1,680 hours for employees working a 56-hour work week.

5.1.4 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 February 1, 2007 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 5.1.5 – Sick Leave Payoff).

Employees hired on or after July 1, 2024, are not eligible to receive employment service credit of all accrued, unused sick leave for retirement purposes.

5.1.5 Sick Leave Payoff

Employees who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. Sick leave payoff would be subject to a maximum of 600 hours for 37.5 hour per week employees and 840 hours for 56-hour per week employees, subject to the 3% per year formula noted above. The sick leave payoff maximum is subject to any previously authorized 401(a) contribution. Any remaining eligible sick leave payout will be deposited into the employee's Retiree Health Savings Account.

In the event of the death of an employee, payment for unused sick leave based upon the previously stated formula shall be paid to the employee's designated beneficiary.

5.2 VACATION LEAVE

5.2.1 Policy Statement

Each employee represented by this Association shall be eligible to accrue vacation leave benefits. Employees shall be eligible to use accrued vacation leave subject to the approval of the Fire 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 accrue vacation at the following rate for continuous service:

For 37.5 hour per week employees

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
1 – 5 Years	15 days or 112.5 hours	4.69 hours
6 Years	16 days or 120 hours	5.00 hours
7 Years	17 days or 127.5 hours	5.31 hours
8 Years	18 days or 135 hours	5.63 hours
9 Years	19 days or 142.5 hours	5.94 hours
10 Years	20 days or 150 hours	6.25 hours
11 Years	21 days or 157.5 hours	6.56 hours
12 Years	22 days or 165 hours	6.88 hours
13 Years	23 days or 172.5 hours	7.19 hours
14 Years	24 days or 180 hours	7.5 hours
15+ Years	25 days or 187.5 hours	7.81 hours

For 56-hour per week employees

YEARS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
1 – 5 Years	7.5 shifts or 180 hours	7.5 hours
6 Years	8 shifts or 192 hours	8 hours
7 Years	8.5 shifts or 204 hours	8.5 hours
8 Years	9 shifts or 216 hours	9 hours
9 Years	9.5 shifts or 228 hours	9.5 hours
10 Years	10.0 shifts or 240 hours	10 hours
11 Years	10.5 shifts or 252 hours	10.5 hours
12 Years	11 shifts or 264 hours	11 hours
13 Years	11.5 shifts or 276 hours	11.5 hours
14 Years	12 shifts or 288 hours	12 hours
15+ Years	12.5 shifts or 300 hours	12.5 hours

5.2.3 *Administration of Vacation Leave*

The City Manager, upon the recommendation of the Fire Chief, may advance vacation credits to any eligible employee, except that if the employee leaves City employment before accruing the used vacation leave said employee will reimburse the City for the advanced vacation leave.

In recognition of exempt status from FLSA, time off for vacation leave purposes shall not be deducted from the employee's accrual unless the employee is absent for the full work day.

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 Fire Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

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

5.2.4 *Vacation Accrual Cap*

At any time during each calendar year employees will be limited (capped) in the number of vacation hours they can accrue.

No employee may accrue more than 265 hours for 37.5 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 would need to be in writing, submitted through the department, and receive 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.

If an employee exceeds the accrued vacation balance (cap) as a result of being on extended leave pursuant to Labor Code Section 4850, those accrued hours would be carried forward and the employee would be allowed to use the additional accrued hours without penalty. In no event will an employee have their vacation hours reduced as a result of exceeding the cap due to having been off on Labor Code 4850 time as a result of an industrial injury, if the time off due to an industrial injury prevented them from taking scheduled vacation.

5.2.5 *Vacation Payoff*

Upon termination of employment by resignation, retirement, or death, employees who leave the municipal service in good standing shall receive compensation of all accrued unused vacation leave earned prior to the effective date of leaving their City position. In the event of the death of an employee, payment for unused vacation leave shall be paid to the employee's designated beneficiary.

5.3 HOLIDAYS

5.3.1 *Days Observed*

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

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

Notes:

*For employees working a 37.5-hour work week, Washington's and Lincoln's birthdays are combined as President's Day; with that said, employees shall receive one floating holiday.

7.5 hours for these floating holidays are automatically added to an employee's Floating Holiday accrual on a semi-annual basis.

5.3.2 *Holiday Pay*

All 56 hour a week shift employees represented by this Association are entitled to additional straight time compensation for every holiday given above. Said compensation shall be paid twice each year on the first pay period of December and the first pay period of June. Holiday pay formula will be based on a 56-hour work week (2,912 hours per year for calculating the hourly rate for a twelve-hour day).

5.4 OTHER LEAVE

5.4.1 *Administrative Leave*

Represented employees working a 37.5-hour work week shall receive ten (10) Administrative Leave days (75 hours) each calendar year (56-hour work week represented employees shall receive 5.0 shifts [120 hours]) subject to the approval of the department head. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

In recognition of exempt status from FLSA time off for Administrative leave purposes shall not be deducted from employee accrual, unless the employee is absent for the full workday.

5.4.2 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, sibling, parent in-law(s), grandparent, grandchild sibling in-laws (s) 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 paid and two days unpaid for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of bereavement leave within the state and up to five (5) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of out of state bereavement leave may be granted to attend the 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 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.

5.4.3 *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.

5.4.4 *Workers Compensation 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.

5.4.5 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.

5.4.6 Leave of Absences Without Pay

Leave of absences without pay (for non-medical reasons which are covered by Section 5.4.7.) may be granted in cases of emergency or where such absence would not be contrary to the best interest of the City. Such leave so granted is not a right but an authorized privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the Appointing Authority. All other applicable leaves must be exhausted and no vacation, sick leave, or any other paid benefit shall be accrued or used during such leave. The Fire Chief, as Appointing Authority, may grant up to 30 days of leave without pay depending upon the merit of the case. Any leave without pay in excess of 30 days may only be granted upon the recommendation of the Fire Chief and approval of the City Manager and may not exceed a total of six months.

5.4.7 Family Medical Leave

Such leave shall be in accordance with applicable State and Federal law.

5.4.8 Catastrophic Leave

Association members shall abide by City Policy.

5.4.9 Absence Without Authorized Leave

An unauthorized absence of an employee for three consecutive work days may result in an investigation as to the circumstances of the situation and disciplinary action up to and including termination, if warranted.

5.4.10 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.

5.4.11 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.

5.4.12 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.

re 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. , retirement service credit, vacation and sick leave accrual, and City benefit eligibility and contributions.
5. 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.
6. 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.
7. reduced work schedule.
8. 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 6.7.4 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.

5.5 ACCRUAL BALANCE ADJUSTMENT

When a member moves from a 56-hour work week assignment to a 37.5-hour work week assignment, accrued vacation, sick, and administrative leave hour balances will be multiplied by .67 to determine new leave balances.

When a member moves from a 37.5-hour work week assignment to a 56-hour work week assignment, accrued vacation, sick, and administrative leave hours will be multiplied by 1.49 to determine new leave balances.

This does not apply to temporary reassignments.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 WORK WEEK

The established work week for suppression employees covered by this Memorandum of Understanding shall consist of a fifty-six (56) hour workweek with a three (3) platoon system. A work shift shall be defined as twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set shall be defined as two twenty-four hour shifts worked consecutively.

Suppression employees work a fifty-six (56) hour work week in twenty-four (24) hour shifts within a twenty-four (24) day cycle as listed below (commonly referred to as the "2 X 4" schedule):

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XX0000/XX0000/XX0000/XX0000

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.

The established workweek for 37.5-hour employees shall be negotiable between the Employee and the Fire Chief, with the final schedule determined by the Fire Chief's approval.

6.2 HOURLY RATE

The hourly rate for personnel covered by this MOU shall be based on 1950 annual work hours for represented job classes working a 37.5-hour work week and 2912 annual work hours for represented job classes working a 56-hour work week.

6.3 OVERTIME

Employees in the FLSA exempt classifications of Administrative Chief/Fire Division Chief or Battalion Chief will be paid overtime for additional days authorized and worked in excess of their regular work week schedule provided that:

1. The employee is assigned to overtime relief duty as shift commander, Strike Team Leader, or other authorized emergency overhead assignment; and
2. The Fire Chief has authorized the overtime work in writing and in advance of the performance of the work. The overtime authorized in this section will be paid at time and one half of the 56-hour rate, regardless of whether the employee normally works a 37.5 hour or 56-hour schedule.

6.4 CONTRACTUAL OVERTIME LEAVE

With the Fire Chief's approval, contractual Overtime Leave, in lieu of overtime pay, may be taken subject to the following rules:

6.4.1 *Accrual Limit*

Battalion Chiefs filling a Specialty Assignment on a 37.5-hour work week schedule, who work overtime as specified in Section 6.3, may accrue up to 75 hours of Contractual Overtime Leave after which said employee must accept overtime pay in lieu of accruing additional Contractual Overtime Leave.

6.4.2 Overtime Rate

Battalion Chiefs filling a Specialty Assignment on a 37.5-hour work week schedule, who work overtime as specified in Section 6.3, may elect to accrue Contractual Overtime Leave on an hour for hour basis subject to the limitations in Section 6.4.1. Employees who elect Contractual Overtime Leave must take the time off and will be paid based on the 37.5-hour rate when the Contractual Overtime Leave time is taken.

6.5 SPECIALTY ASSIGNMENT

If through mutual agreement with the Fire Chief operations personnel are assigned to the 37.5-hour work schedule, as opposed to the 56-hour schedule, for assignments such as training, fire prevention, or other administrative functions, such employee shall receive five percent (5%) premium pay and shall also receive an additional incentive of five percent (5%) added to the base salary. The length of the assignment shall be based on mutual agreement between the employee and the Fire Chief. When an employee filling a specialty assignment works overtime beyond the regularly scheduled work day as a shift commander, strike team leader or other authorized emergency overhead assignment, the five percent (5%) specialty assignment premium pay and five percent (5%) incentive pay will not will be paid on the overtime hours.

6.6 SELECTION

6.6.1 Selection Process

The City's Human Resources Department shall be responsible for the administration of all recruitments.

6.6.2 Referral Process

All qualified candidates, based upon competitive examination, shall be placed on the Eligibility List for the appropriate job classification. The Fire Chief shall have the authority of "the Rule of the List" and all candidates on a current Eligibility List shall be eligible for referral to the Fire Chief for final selection.

6.6.3 Battalion Chief Qualifications

In addition to other qualifications described in the Fire Department's Career Development Guide, qualifications for candidates for Chief Officer positions represented by this Association in the Fire Department will include three (3) years of line captain experience or two (2) years of line captain experience if appointed to an acting assignment.

6.7 PROBATIONARY PERIOD

6.7.1 Purpose of Probation

Each employee shall serve a period of probation beginning on the date of initial appointment to their position. The purpose of probation shall be to determine the employee's ability to perform satisfactorily the duties prescribed for the position, prior to the employee entering regular status.

6.7.2 Length of Probationary Period

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.7.3 Rejection During Probation

During the probationary period an employee may be rejected at any time by the Fire Chief without the right of appeal.

6.7.4 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.

6.7.5 Notification of Extension or Rejection

On determining that a probationary employee's work is not satisfactory, 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.

6.7.6 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.

6.7.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher position classification provided they is certified from the appropriate Eligible List. The employee promoted in this manner shall serve a new probationary period for the position to which the employee is promoted and the new probationary period and promotional appointment shall be effective the same date.

6.7.8 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 and all previous rights and privileges restored. 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.

6.8 PERSONNEL RULES & REGULATIONS

6.8.1 Drug & Alcohol Policy

SRFCOA agree to adhere to the Drug and Alcohol Policy as outlined in the San Rafael Firefighters' Association contract.

6.8.2 Outside Employment Policy

Association members shall abide by City's policy dated June 27, 2007.

6.8.3 Temporary Light (Modified) Duty Policy Statement

SRFCOA agrees to follow the City of San Rafael's Modified Light Duty Work Policy dated June 6, 2008.

6.8.4 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 tobacco products as follows:

1. While inside any City of San Rafael structure or space
2. While inside any City/Fire Department vehicle
3. While in public when on-duty or in uniform
4. In compliance with State and local ordinance

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.

6.8.5 Medical Standards

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Fire Chief Officers' Association.

6.9 MISCELLANEOUS

6.9.1 Return of City Equipment

Upon termination of employment, all tools, equipment, and other city property assigned to any employee shall be returned to the Fire Department.

6.9.2 Political Activity

The political activity of employees shall comply with pertinent provisions of State and Federal law.

6.9.3 Staffing Levels

Any changes in the current staffing levels of positions represented by this Association will be subject to meet and confer.

6.9.4 Career Development Program

The San Rafael Fire Chief Officers' Association agrees to the Career Development Guidelines as written.

6.9.5 Gym Reimbursement

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall be reported as taxable income to the employee.

6.9.6 Acting Deputy Chief/Fire Chief Pay

The City may offer the role of Acting Deputy Chief or Acting Fire Chief to Chief Officers who meet the eligibility requirements to fill this role as determined by both the Fire Chief and the City Manager. A Chief Officer may be assigned to either role when either the Deputy Chief or Fire

Chief is unavailable, or either position is vacant. In order to be eligible to receive acting pay their assignment must be in the absence of a Fire Chief or Deputy Fire Chief for a minimum of one (1) 37.5-hour workweek or more. When qualified employees are appointed to fill a vacancy to work out of their normal classification for one (1) week or more, they will be paid at the same step as their regular position (example: a Battalion Chief at Step C will be paid Step C Deputy Chief wages).

7 PROCEDURES

7.1 DEMOTION & SUSPENSION

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 Human Resources Department.

Demotion pursuant to Section 7.1.1 (a) shall be deemed disciplinary action and as such shall be handled according to the provisions of the Section titled "Disciplinary Action" of this Memorandum of Understanding.

7.1.2 Suspension

On the recommendation of the Fire Chief, the City Manager may suspend an employee from a position at any time for a disciplinary purpose. Intended suspension action shall be reported immediately to the Human Resources Director and shall be taken in accordance with the Section titled Disciplinary Action of this Memorandum of Understanding and provisions for exempt status employees.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Resignation

An employee wishing to leave 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 Human Resources Department.

7.2.2 Termination/ Demotion - 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 7.6, Reduction in Force, of this Memorandum of Understanding.

7.2.3 Termination - Disciplinary Reasons

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 - Probation*

The rejection of an employee during their initial probationary period is covered in Article 7.3, Probationary Period, of this Memorandum of Understanding.

7.2.5 *Retirement*

Retirement from 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 *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.

7.3.2 *Definition*

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay. Any disciplinary action taken shall be consistent with the provisions of the Fair Labor Standards Act as it relates to exempt employees.

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 towards (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 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 Procedures Act and this Memorandum of Understanding. If an employee feels they have been unjustly disciplined/discharged, they shall have the right to appeal their case through the appropriate procedure established in this Memorandum of Understanding. Such appeal must be filed with the City Manager by the employee in writing within ten (10) working days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

7.3.5 Proceeding Heard by City Manager

The appellant may submit the appeal directly to 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.

7.3.6 City Manager and 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) 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 60 calendar days of 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. 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 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 (excluding Article 1.3 and Article 1.5 of this M.O.U.), or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3. Policy 1-VI-3 is specifically incorporated by reference. Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable.

7.4.2 Initial Discussion

Any employee who believes that they have a grievance may discuss their complaint with the Fire Chief. If the issue is not resolved within ten (10) working days, or if the employee elects to submit their 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 official of the Association may notify the City Manager and Fire Chief in writing that a grievance exists, and in such notification state the particulars of the grievance, and, if possible, what remedy or resolution is desired.

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 ten (10) working days after it has been submitted to the City Manager in writing may be referred to the next step.

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 in the previous Section 7.4.3 of this Memorandum of Understanding, the grievant, the Association, or the City, after completion of the previous step in the grievance procedure, may 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 ten (10) working days to select a mutually acceptable arbitrator. The selection process will include a review of the arbitrator's availability for the hearing. 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 calendar days of 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. No Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

7.5 FURLOUGH PROGRAM

The employees of this Association endorse the Furlough Program described in Exhibit "B" attached to this Memorandum of Understanding.

7.6 REDUCTION IN FORCE

7.6.1 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 organizational efficiency.

7.6.2 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.

7.6.3 *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.

7.6.4 *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 shall be determinative.
- d. If all of the above are equal, date of certification for appointment shall be determinative.

7.6.5 *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.

7.6.6 *Transfer Rights*

The Human Resources 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 7.6.2, but no longer than the effective date of such layoff or reduction.

7.7 RE-EMPLOYMENT

7.7.1 *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.

7.7.2 *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.

7.7.3 *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 shall be removed from the re-employment list.

7.7.4 *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.

7.7.5 *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.

7.7.6 *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 FIRE CHIEF OFFICERS'
ASSOCIATION:**

CITY OF SAN RAFAEL:

Jason Hatfield, Battalion Chief

**Angela Robinson Piñon, Assistant City
Manager**

Kyle Hamilton, Battalion Chief

**Marissa Sanchez, Director, Human
Resources**

Date

Date

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2024

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 15,136	\$ 15,893	\$ 16,688	\$17,522

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE
[Effective July 1, 2025](#)

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 16,044	\$ 16,846	\$ 17,689	\$18,573

SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE
[Effective July 1, 2026](#)

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 16,927	\$ 17,773	\$ 18,662	\$19,595

**SAN RAFAEL FIRE CHIEF OFFICERS' ASSOCIATION
SALARY SCHEDULE**

Effective January 1, 2027

Wage Classes	Title	A	B	C	D
7112	Battalion Chief	\$ 17,096	\$ 17,951	\$ 18,848	\$19,791

**San Rafael Fire Chief Officers Association
Exhibit B**

FURLOUGH PROGRAM

Both the City of San Rafael and the Fire Chief Officer's Association employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit, the City of San Rafael and the Fire Chief Officer's Association have worked expeditiously on the development of a Furlough Program. This Agreement does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael, the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

Voluntary Time Off (VTO).

The City will develop and distribute to all employees a survey to determine who might be interested in VTO and the extent to which that interest translates into hours (cost savings) during the coming fiscal year. The needs of the City and the respective departments (as determined by the Department Head and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. An employee selecting VTO would receive one half hour of furlough induced Personal Leave time off for every hour of VTO taken not to exceed the number of furlough induced Personal Leave time off an employee scheduled for MTO would receive (establishes a maximum cap of 5%). This furlough induced Personal Leave time is to be taken as described in 4.b.
3. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

Mandatory Time Off (MTO).

MTO will be taken by the employee during the MTO period when feasible in their respective department (as determined by the Department Head and City Manager). The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. MTO time shall be considered time in pay status for the accrual of leave and eligibility for holidays. MTO time will not impact health, dental and life insurance benefits. At this time MTO time will impact Marin County retirement contributions; but if the Marin County Retirement System changes its policy on this the City will, effective the first of the month following notice from the Marin County Retirement System, make the necessary change in the program's administration to correspond with the change in the policy. Any employee who notifies the City no later than the first day of the fiscal year of the contract term of their retirement date and retires from the Marin County Retirement System during the term of this contract shall be

**San Rafael Fire Chief Officers Association
Exhibit B**

exempted from the MTO requirements. If said employee did not retire during the fiscal year as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.

3. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit.
4. Other Terms and Conditions:
 - a. The MTO program shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. For each MTO hour deducted the involved employee shall be credited with an one half hour added to a furlough induced Personal Leave balance.
 - b. Personal Leave accrued through the MTO Program may be taken beginning the first day of the following fiscal year with supervisory approval. Furlough induced Personal Leave has no cash value upon termination of employment. If an employee is laid off before having the opportunity to take unused furlough induced Personal Leave said employee would be eligible to take the unused furlough induced Personal leave during the thirty day layoff notice period.
 - c. The employees represented by this Association may elect to give up pay for holidays worked in lieu of mandatory time off, as long as the dollar value of the holiday pay equates to the dollar value of the designated mandatory time off.
 - d. Should the City of San Rafael experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
 - e. The City agrees that it will attempt to distribute the dollar value of any MTO time implemented equally over the remaining number of pay periods in the fiscal year.

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

JUNE 1, 2024 - JUNE 30, 2027

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Exhibit A Salary Schedule for June 1, 2024 – June 30, 2027

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL POLICE MID-MANAGEMENT ASSOCIATION

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et.seq. of the Government Code of the State of California.

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, and 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 Mid-Management Association (herein-after called "ASSOCIATION") and shall apply to all employees of the City working in the classifications and bargaining unit set forth herein (See Exhibit A).

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

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

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

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

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 (Article 7.4).

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 City and 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.

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, not as to wages or fringe benefits 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 of meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2027.

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.

2.1.2. Release Time

One hundred (100) 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

The 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 the 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 above shall not apply during periods of separation from the representative bargaining 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 bargaining unit. The term separation includes transfer out of the bargaining unit, layoff, and leave without pay absences with a duration of more than five (5) working days.

2.2.3. Indemnification

The Association will indemnify and hold City harmless against any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of any

provision of this Article. The indemnification includes the cost of defending against any such actions or claims, including claims based on the City's reliance on the Association's seeking dues from employees who contest they are members of the Association.

2.3. MANAGEMENT RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed 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, relocation's 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 my 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 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.

Nothing contained within Article 2.3, Management Rights, is intended to, in any way, supersede or infringe upon the rights of the recognized employee Association as provided under applicable

Federal and State law, including, but not limited to California State Government Code Sections 3500 through 3510 inclusive.

2.4. COMMENCEMENT OF NEGOTIATIONS

Both parties agree to begin the meet and confer process no later than February 1, 2027, regarding the terms and conditions applicable to an MOU effective July 1, 2027. The process will be initiated by the San Rafael Police Mid-Managers Association through the submittal of upcoming contract requests it wishes to be considered.

3 COMPENSATION

3.1. GENERAL WAGES AND COMPENSATION

The City embraces the succession planning model and values promotion from within. The City recognizes that this model works best when the salary ranges and total compensation align appropriately. Due to the fact that Police Sergeants are eligible to receive both overtime and a variety of specialty pays, and Police Lieutenants and Captains are limited in these areas, the current alignment is not optimal. Thus, the viability of the succession plan model is compromised. The City recognizes that there is a compaction issue between the Lieutenants and Sergeants when considering the various special pay differentials that are applied to the Sergeant pay. The City agrees to utilize the expertise of a classification and compensation consultant to conduct a total compensation survey of the Sergeant, Lieutenant and Captain job classes with comparable agencies. The City commits to complete the study and for staff to recommend an implementation plan to City Council by June 30, 2017. If adjustments are warranted, SRPMMA positions will be prioritized as funds are available.

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 following day of regular business unless the Finance Department is able to complete the payroll by the previous work day. The method of the distributing payroll shall be established by the Finance Director.

3.1.2. General Wage Increase

In the Year 1, compensation increases will take effect the first full pay period including June 1, 2024. Additionally, the salary range for all classifications 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 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.

In Year 1, the City will provide a 3.00% general salary increase plus a 4.00% equity adjustment (7.00% total increase);

In Year 2, the City will provide a 3.00% general salary increase plus a 1.50% equity adjustment (4.50% total increase); and,

In Year 3, the City will provide a 3.00% general salary increase plus a 1.50% equity adjustment (4.50% total increase).

3.1.3. Definitions

Total Compensation shall be defined as: Top step salary, educational incentive pay, maximum longevity pay available to employees with 12 or more years experience, holiday pay,

uniform allowance, employer paid deferred compensation (except for such portion that may be part of employee cafeteria plan), employer's contribution towards employees' share of retirement, employer's retirement contribution, employer paid contributions toward insurance premiums for health, life, long term disability, dental and vision plans, and employer paid cafeteria/flexible spending accounts.

The **CPI** shall be the percentage change in the San Francisco-Oakland-San Jose Area All Urban Consumer index as published by the Bureau of Labor Statistics for the one-year period ending the month of October 2016 and each October thereafter during the term of the contract.

3.1.4. Compensation Plan

The Compensation Plan adopted by the City Council shall provide for salary schedules, rates, ranges, ascending salary steps for all members of the Association and any other special circumstances or items related to the total compensation paid employees.

Each position within the classified services shall be allocated to an appropriate classification in the compensation plan on the basis of duties and responsibilities. Each classification shall be assigned a five-step salary range with corresponding ascending salary rates assigned to each step. All persons entering the classified service shall be compensated in accordance with the salary plan then in effect.

3.2. STEP INCREASES

3.2.1. Entry Level Step

All initial employment shall be at the first step of the salary range. The Police Chief may authorize a position at an appropriate higher salary when, in their opinion, it is necessary to obtain qualified personnel. Initial employment appointments above Step C will require City Manager Approval.

3.2.2. Consideration for Step Increases

An employee shall be considered for a step increase annually until the top step has been reached. Advancement to a higher salary within a salary step schedule may be granted for continued satisfactory service by the employee in the performance of their duties. Salary step advancement shall be made only upon the recommendation of the Police Chief concerned, with the approval of the City Manager or their designee, and are not automatic, but based on acceptable work performance.

Accelerated salary step increases may be granted an employee based upon the recommendation of the Police Chief and approval of the City Manager for exceptional job performance.

3.2.3. Merit Increases

Employees at the maximum step of their salary step schedule may be granted a merit performance step increase of up to five percent (5%) above and beyond their top salary step. A merit step increase may be effective for up to one (1) year. A merit step increase may be withdrawn after the specified period of time and is not a disciplinary action and is not appealable. Merit step increases may be granted in recognition of meritorious performance beyond the scope of regular duties and in response to extraordinary conditions.

Management and Mid-Management employees shall be evaluated annually based on the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

3.3. ADDITIONAL PAY

3.3.1. Shift Differential Pay

A five percent (5%) shift differential shall be paid for Police Lieutenant regularly scheduled to work fifty percent (50%) or more of their shift after 5:00 p.m.

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. Educational Incentive

The Educational Incentive for Police Captain and Police Lieutenant who have received their POST Management Certificate will be a flat dollar amount of \$264.50 bi-monthly.

3.3.3. Educational Expense Reimbursement

The City of San Rafael supports and encourages job-related professional development of its employees. 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 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.

3.3.4. Bilingual Pay

Full Fluency Program

A five percent (5%) bilingual pay incentive shall be paid to designated bilingual employees at the full fluency level

Conversational Fluency Program

A two and one-half percent (2.5%) bilingual pay incentive shall be paid to designated employees who speak Spanish at the conversational level.

Expert Fluency Program

A 10 percent (10%) bilingual pay incentive shall be paid to designated bilingual employees who speak Spanish at the Expert Fluency level. An employee must have at least five (5) years with the San Rafael Police Department before being eligible for expert fluency.

Employees who have not qualified for the Expert Fluency Program prior to June 1, 2024, shall not be eligible for the Expert Fluency Program incentive.

Within the limits established in the first three paragraphs of this section, to qualify for the Conversational, Full or Expert 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 fluency proficiency certification for employees hired by the City after July 1, 2021 will be obtained by passing a standardized certification issued by an agency approved by the Human Resources Department.

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 department's expense and discretion to continue eligibility for the bilingual differential. Shift assignments and distribution of bilingual employees shall be at the discretion of the Police Chief.

3.3.5. Uniform Allowance

The represented classification will receive a uniform allowance of \$885.00 for each six (6) months of service ending June 30 and December 31. 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 and approval of the City Manager or their designee.

3.3.6. 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.

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, Fire, 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.

4.2 HEALTH & WELFARE

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.

4.2.1 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 allowances shall be:

For employee only:	\$ 813.18
For employee and one dependent:	\$1,473.00
For employee and two or more dependents:	\$1,915.00

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 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 15th paycheck up to a maximum of three percent (3.0%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The City shall contribute to the cost of medical coverage for each eligible employee and their dependents, an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum 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. For example, in calendar year 2016, a single employee's monthly flex dollar allowance for health was \$813.18, which includes the \$125.00 designated by CalPERS as the City's monthly PEMHCA contribution. The flex dollar allowance must be used to purchase health coverage.

4.2.2 Retirees Health Insurance

Employees represented by the Police Mid-Management 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 by the City 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 not exceed \$566 per month. This monthly payment shall include the PEMHCA minimum contribution. The City's retiree health insurance payment 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, 4.2.2b, 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.

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.
- b. **Dependent Care Spending Accounts:** Dependent care expenses that qualify under the IRS Code at the IRS Code limit.
- 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 annual enrollment period and each employee must re-enroll annually for either plan noted in a. and/or b. City shall have the authority to implement changes to the 125 Programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.3 DENTAL PLAN

The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care, \$25 deductible on corrective care (80/20) per patient per calendar year and orthodontic coverage (50/50); and 80/20 coverage of casts, crowns, and restorations in accordance with the plan document of the provider. The coverage limits are as follows:

Annual Program maximum (per covered person) is \$1500

Maximum lifetime orthodontics (per covered person) is \$1,000

Annual Program deductible (per person/per family) is \$25/\$75 for classes I & II only.

4.4 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.

4.5 LIFE INSURANCE

The City shall pay 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 \$150,000 life insurance and a \$150,000 AD&D benefit.

4.6 LONG TERM DISABILITY POLICY

The City shall pay premiums for a Long-Term Disability Policy for each employee. The Long-Term Disability policy shall provide for salary replacement of 66.67% of an individual's salary up to a maximum disability benefit of \$7,500 per month.

4.7 RETIREMENT CONTRIBUTION

4.7.1 City Paid Employee Retirement (City Paid Member 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 future "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 only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

4.7.2 Retirement Plans

The City shall provide the Marin County Employee Retirement Association 3% at 55 retirement program to all classic 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.

New safety members as defined by the Public Employees' Pension Reform Act of 2013 shall receive pension benefits as defined by law.

4.7.3 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 members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (50% of COLA is charged to members as defined in the 1937 Act).

4.7.4 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 as a privilege which an employee may use at their 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, a physician's certificate or the employee's personal affidavit verifying the employee's eligibility for sick leave. 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.

In recognition of exempt status from FLSA, time off for sick leave purposes shall not be deducted from the employee's account, unless the employee is absent for the full work day.

5.1.2 Sick Leave Accrual

All eligible full-time employees shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Unused sick leave may be accumulated to an amount not to exceed twelve hundred (1200) hours. The sick leave accrual rate is prorated for eligible part time employees. The cap on sick leave accrual, twelve hundred (1200) hours, does not apply for accrual purposes but does apply for sick leave separation payoff purposes.

5.1.3 Use of Sick Leave

An employee may use accrued sick leave during their probationary period. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness or illness within the immediate family (immediate family under Section 5.1.3 is defined as employee's spouse, registered domestic partner, children, parents, in-laws, grandparent, grandchild and/or sibling), or physical incapacity resulting from causes beyond the employee's control; or
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Medical appointments that cannot be scheduled during non-working hours shall be charged to sick leave, unless the employee is a sworn peace 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 have 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, on or after July 1, 2002, 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 5.1.6 Compensation for Unused Portion (Sick leave Payoff).

5.1.6 Compensation for Unused Portion

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%) of their sick leave balance.

5.2 VACATION LEAVE

5.2.1 Eligibility

Annual vacation with pay shall be granted to each eligible employee. Vacation leave accrued shall be prorated for those employees working less than full time. Employees will be permitted to use accrued vacation leave 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 employees are prorated) shall commence to accrue vacation at the following rate for continuous service. For the purpose of this section, one (1) day equals eight (8) hours.

<u>Years of Service</u>	<u>Leave Accrual rate/year</u>
1 - 5 years	15 days or 120 hours
6 years	16 days or 128 hours
7 years	17 days or 136 hours
8 years	18 days or 144 hours
9 years	19 days or 152 hours
10 years	20 days or 160 hours
11 years	21 days or 168 hours
12 years	22 days or 176 hours
13 years	23 days or 184 hours
14 years	24 days or 192 hours
15 years plus	25 days or 200 hours

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. If the employee leaves City employment before accruing the used vacation leave, said employee will reimburse the City the value of the advanced vacation leave.

In recognition of exempt status from FLSA, time off for vacation leave purposes shall not be deducted from the employees' accrual, unless the employee is absent for the full work day.

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 Police Chief with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.

In the event that one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Employees who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.

5.2.4 *Vacation Cap*

No employee may accrue more than 250 hours 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.

5.3 HOLIDAYS

The following holidays will be observed:

New Years Day	Martin Luther King Day
Washington's Birthday	Lincoln's Birthday
Cesar Chavez Day	Memorial Day
Juneteenth	Labor Day
Independence Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas 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 *Administrative Leave*

Mid-Management employees in this Association shall receive eighty (80) hours of Administrative Leave each calendar year subject to the approval of the Police Chief and the City Manager. Unused Administrative Leave does not carry over from one calendar year to the next, nor are unused balances paid off upon an employee's resignation.

In recognition of exempt status from FLSA time off for Administrative leave purposes shall not be deducted from employee's accrual, unless the employee is absent for the full work day.

5.4.2 *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 paid bereavement leave within the state and up to five (5) days of paid bereavement leave out-of-state may be granted for bereavement leave. 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 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.

5.4.3 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.

5.4.4 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 City Manager and the Police Chief an opportunity within the limits of military regulations, to determine when such leave shall be taken.

5.4.5 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. Applicable benefits do not accrue during times of leave without pay and Police Officer status is removed.

5.4.6 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 Department coordinates benefits for Workers' 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 Workers' 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.

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.

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:

- a. The employee has reached a maximum medical improvement and/or has been determined "permanent and stationary";
- b. 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, the next steps would include:

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

5.4.7 *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 (<https://intranet.cityofsanrafael.org>).

5.4.8 *Absence without Authorized Leave*

An unauthorized absence of an employee for three consecutive work days shall constitute an automatic resignation from City service.

5.4.9 *Catastrophic Leave*

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

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 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 6.3.5 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.
- 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), 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 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 with minimum staffing as described in the Patrol Staffing Directive, the Chief may temporarily suspend these benefits until staffing returns to minimum staffing levels.

5.4.11 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, 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 6.3.5 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

The established work week for the Police Department shall be 00:01 hours Sunday through 24:00 hours Saturday. Job classifications covered by this Memorandum of Understanding would be scheduled to work during normal business working hours, Monday through Friday.

6.1.1 Alternative Work Week

Police Lieutenants and Police Captains have the option of working a 4-10 or 5-8 plan as shown below:

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.

The Police Chief reserves the right to change schedules based on emergency circumstances.

6.2 OVERTIME

The following special provisions for the payment of overtime will apply to (the FLSA exempt) Police Lieutenants and Police Captains.

6.2.1 Special Events, Extra Duty Requests and Grant Operations

Employees shall be compensated at the overtime rate for the highest Police Sergeant as determined by the Police Department Business Office and shall not exceed grant limitations for extended hours worked for special events and grant operations which are compensated outside of the City's General Fund. Police Lieutenants and Police Captains will only be allowed to work overtime on such assignments under any of the following circumstance:

- a. Required management staffing at the request of the Police Chief or their designee
- b. Backfill of a vacant sworn officer position if the overtime opportunity has been posted for at least seven (7) days and remains unfilled, or if the vacancy remains unfilled less than forty-eight (48) hours prior to the event.

Both parties understand and agree that nothing within this overtime provision shall alleviate represented employees from management duties during special events and grant operations.

6.3 PROBATIONARY PERIOD

6.3.1 Purpose of Probation

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.

6.3.2 Length of Probationary Period

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.3.3 Rejection During Probation

During the probationary period, an employee may be rejected at any time by the Police Chief without the right of appeal.

6.3.4 Notification of Rejection

On 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 reject the employee. After discussion with the Human Resources Director, the Police Chief shall notify the employee in writing of their rejection.

6.3.5 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.

6.3.6 Regular Status

Regular status in the assigned (new) position shall commence with the day following the expiration date of the probationary period.

6.3.7 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher classification provided they are certified from the appropriate Eligibility 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.

6.3.8 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 and all previous rights and privileges restored. 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.

6.4 PERSONNEL RULES & REGULATIONS

This Association accepts the revised Personnel Rules and Regulations presented in a documented dated April 1991.

6.4.1 Employer-Employee Resolution

The City and the Association agree to abide by the City of San Rafael's Employer-Employee Relations Resolution.

6.4.2 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 and/or sale of illegal drugs, use of illegal drugs or misuse of prescribed drugs or alcohol, 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 abuse 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 7.4.4 of the Memorandum of Understanding.

6.4.3 Outside Employment Policy

All employees of the Police Department should refer to the Citywide policy located on the City's Intranet (<https://intranet.cityofsanrafael.org>) for policies and procedures related to outside employment.

6.4.4 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.

6.4.5 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.

6.4.6 Use of City Vehicle

The City agrees to allow all currently represented classified positions covered by this agreement (Police Captain and Police Lieutenant) the use of department vehicles, as practiced on the date the MOU was adopted by the City Council for FY 91-92, as they are expected to respond to emergencies. During the term of this contract the Police Chief and members of this Association shall meet and confer on the development of a specific policy related to City Vehicle Use.

6.4.7 Temporary Modified Duty Policy

The purpose of this temporary modified duty program is to minimize the loss 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. Modified duty assignments will be structured so that employees are not placed in a duty status that would aggravate or re-incur an injury or illness. Modified duty assignments are to be limited to temporary periods and are not to be used to create a permanent modified 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 modified duty program.

2. Determination/Required Reports

- a. Modified 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 modified 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 modified duty assignment has been made.
- c. Reports will be evaluated by the Police Chief for purposes of continuing or terminating a current modified duty assignment or to determine when to commence a modified duty assignment.

3. Modified Duty Assignments - Definitions/Restrictions

- a. Modified duty assignments may consist of reduced work hours, limited work or any combination thereof.
- b. Modified duty assignments will not adversely affect the employee's normal wage rate or retirement benefits.
- c. Modified 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, modified 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 modified duty during normal office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

- e. Specific modified 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 modified 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 modified duty assignment work hours and work week. 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 modified duty employee. If the employees are assigned to work hours on a work holiday, so shall the modified duty employee. Compensation for holidays shall be in accordance with applicable Memorandum of Understanding or the Personnel Rules and Regulations.
 - b. Employees assigned to modified 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 MISCELLANEOUS

6.5.1 Gratuities / Solicitation of Contributions

All employees of the Police Department should refer to Departmental Rules and Regulations 320.5.2(e) for the rules and procedures related to gratuities/solicitation.

6.5.2 Return of City Equipment

Upon termination of employment, all tools, equipment, and other City property assigned to any employee shall be returned to the employee's supervisor.

6.5.3 Political Activity

The political activity of City employees shall comply with pertinent provisions of State and Federal Law.

6.5.4 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 department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

6.5.5 Gym Reimbursement

Employees are eligible to receive up to \$50 reimbursement per month for paid gym memberships, workout classes or similar ongoing fitness activities. Such reimbursement shall

be paid once per year by the City in a lump-sum check and reported as taxable income to the employee.

6.5.6 *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 for the purpose of exercise.
- 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. 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 0500hrs to 2200hrs.
 - 2) There shall be no meals or snacks eaten in the PSC fitness facility; water or other workout drinks are acceptable.
 - 3) All personnel using the PSC fitness facility shall wipe down all equipment after use and pick up any trash.
- D. 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.
- E. 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 at their desk as time permits in the balance of their workload.
- 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 is approved by the Watch Commander or their 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.

- 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) 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,
 - 6) 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).
 - 7) On-duty exercise time may not be taken on the last hour of the shift (as enumerated in section 7 of this section).
 - 8) 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 City Manager or their 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 do not possess the minimum qualifications of the position at the time of demotion.

When the action is initiated by the City Manager or their designee, 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 Department.

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 City Manager may suspend an employee from a position at any time for a 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 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 City Manager and the Human Resources Department.

7.2.2 Termination - Layoff

The City Manager or their designee may terminate an employee because of changes in duties or organization, abolition of position, 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 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.

7.2.5 Rejection During Probation

An employee may be terminated from their position during the probationary period of their initial appointment to the City's classified service without Right of Appeal.

7.3 DISCIPLINARY ACTION

7.3.1 Right to Discipline & Discharge

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

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.

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 narcotic 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, 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.

7.3.2 Appeals

If an employee feels they have been unjustly disciplined/discharged, they shall have the right to appeal their case through the appropriate procedure (Article 7.4). Such appeal must be filed with the City Manager by the employee in writing within five (5) working days from the date of the discipline/discharge; unless so filed the right of appeal is lost.

7.3.3 City Manager and Arbitration

The employee (appellant) may submit the appeal directly to 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. 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 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.

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 selected by the City and the Association.

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 have a grievance may discuss their complaint with the Police Chief or with such 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 of which they are 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 have 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.

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 in the previous step, the grievant, the Association, or the City 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 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 Association and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefings, if any.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of grievance as hereinabove set forth in paragraph (1) of this section.

Proposals to add to or change this Memorandum of Understanding or written agreement or addenda supplementary hereto shall not be grievable and nor proposal to modify, amend or terminate this Memorandum of Understanding, not any matter or subject under this section; and no Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association.

A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the 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

In reduction of force, the last employee appointed within the represented classification shall be the first employee laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided that the employee retained or re-hired is capable, in the opinion of the City, to perform the work required. An employee laid off from City services prior to being re-hired 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 Eligibility List as hereinafter specified.

The Re-employment Eligibility List shall consist of names of employees and former employees having probationary or permanent status who were laid off in that classification. The rank order on such lists 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.

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 Eligibility List shall be automatically removed from said list at the expiration of the appropriate period of eligibility.

**SAN RAFAEL POLICE MID-MANAGEMENT
ASSOCIATION:**

CITY OF SAN RAFAEL:

Todd Berringer, Police Lieutenant

**Angela Robinson Piñon, Assistant City
Manager**

Scott Eberle, Police Lieutenant

Marissa Sanchez, Director, Human Resources

Date

Date



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: 

TOPIC: AN INITIATIVE MEASURE TO PROVIDE FUNDING FOR THE CONSTRUCTION OF A NEW MAIN LIBRARY AND COMMUNITY CENTER AT ALBERT PARK

SUBJECT:

- 1. CERTIFICATE OF SUFFICIENCY OF THE PETITION FOR THE PROPOSED INITIATIVE MEASURE AMENDING THE CITY OF SAN RAFAEL'S MUNICIPAL CODE TO PROVIDE FUNDING FOR CONSTRUCTION OF A NEW MAIN LIBRARY AND COMMUNITY CENTER AT ALBERT PARK**

- 2. RESOLUTION ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF SAN RAFAEL A CITIZEN-SPONSORED INITIATIVE MEASURE TO AMEND THE MUNICIPAL CODE TO PROVIDE FUNDING FOR CONSTRUCTION OF A NEW MAIN LIBRARY AND COMMUNITY CENTER AT ALBERT PARK IN DOWNTOWN SAN RAFAEL, AT THE CONSOLIDATED GENERAL ELECTION ON TUESDAY NOVEMBER 5, 2024; ESTABLISHING THE SCHEDULE FOR SUBMISSION OF BALLOT ARGUMENTS; AND AUTHORIZING AND REQUESTING THE COUNTY OF MARIN CONDUCT THE ELECTION**

RECOMMENDATION:

1. Accept the certificate of the sufficiency of the petition for the proposed initiative measure amending the City of San Rafael's Municipal Code to provide funding for the construction of a new main library and community center at Albert Park.

2. Adopt a Resolution Ordering the Submission to the Qualified Electors of the City of San Rafael a Citizen-Sponsored Initiative Measure to Amend the Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park in Downtown San Rafael at the Consolidated General Election on Tuesday November 5, 2024; Establishing the Schedule for Submission of Ballot Arguments; and Authorizing and Requesting the County of Marin Conduct the Election

BACKGROUND:

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

This item is before the City Council to present a certified petition and outline the actions required of the City Council, as required by California Elections Code Section 9215.

On January 31, 2024, pursuant to Elections Code Section 9202, a Notice of Intent to Circulate a Petition was filed with the City's Elections Official (City Clerk).

On April 16, 2024, the petition was filed with the City Clerk within the required time following the publication date. The City Clerk confirmed that the number of qualified signatures submitted was approximately 4,590, exceeding the minimum number of 3,240 signatures required.

The City Clerk initiated the review of the petition, according to California Election Code, including format, content, circulation dates, and circulator's declaration.

The City Clerk requested the County of Marin Registrar of Voters to perform the signature verification of the petition. The Registrar of Voters conducted the signature verification and provided the City Clerk a Certification of Signature Verification on May 6, 2024 (Attachment 2). The City Clerk provided this verification to the proponents of the initiative measure on May 14, 2024.

Based on the validation of the petition format and content along with the signature verification, the City Clerk certified the petition as sufficient to qualify as an initiative petition for the ballot. This item is before the City Council to present a certified petition and outline the actions required of the City Council, as required by California Elections Code Section 9215.

ANALYSIS:

Certificate of Sufficiency Acceptance

Pursuant to California Elections Code section 9114, this report constitutes the City Election Official's certification of the results of the examination of the petition for the proposed initiative measure. The results of the examination of the petition from the County of Marin Registrar of Voters is attached hereto as Attachment 2. The City Clerk, acting as the City's Elections Official, has determined that the proposed initiative qualifies for the ballot.

As noted above, Election Code Section 9215 requires the City Council to choose from one of three options. Each of these actions are described in greater detail below.

1. Submit the ordinance, without alteration, to the voters pursuant to Elections Code section 1405; or
2. Order a report pursuant to Elections Code section 9212 at the regular meeting at which the certification of the petition is presented. When the report is presented to the City Council, the City Council is required to either adopt the ordinance within 10 days or, order an election, or
3. Adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented. This option is not available to the City Council because the measure is a tax and must be submitted to the voters pursuant to Proposition 218, which amended the California Constitution in 1996 to limit the ability of local agencies to impose taxes.

Option 1: Submit Initiative Measure to the Voters (Staff Recommendation)

If the City Council decides on June 3, 2024, to place the measure on the ballot for consideration of the proposed ordinance, the election date would be November 5, 2024 (Elections Code § 9215; 1405(a).)

The City, together with many other jurisdictions in the County of Marin, requests election services from the County of Marin to consolidate election costs. In so doing, the City realizes significant savings in personnel time and costs associated with running a municipal election. However, to have the County of Marin assist with the City's municipal election, the Elections Code requires that the City Council request such assistance via resolution.

The resolution attached as Attachment 1 orders the proposed initiative submitted to the voters at the November 5, 2024, general election and requests that the County assist with and conduct the election. The resolution also establishes the following ballot language to be submitted to the voters:

Shall the measure, to levy an annual special parcel tax in the City of San Rafael to fund the construction of a new Albert Park main library and community center, at the rate of \$0.145 per square foot of improved building area and \$75.00 per vacant parcel, estimated to generate \$6,370,000 annually, and continuing for thirty years or until construction bonds are satisfied, be adopted?	YES
	NO

If the City Council elects this option, the ballot language above, along with the complete text of the proposed initiative (Exhibit A to the Resolution), would be placed on the November 5, 2024 ballot. This measure will require the approval of a majority vote of the City voters voting on the measure to become effective. If it is approved, the measure would become effective 10 days following the date the election results are certified by the City Council in accordance with Elections Code section 9217.

Option 2: Order a Elections Code Section 9212 Report

Alternatively, the City Council may direct the preparation of a report pursuant to Elections Code Section 9212. Elections Code section 9212 specifies that the City Council may direct the following topics be analyzed in the report.

1. Its fiscal impact.
2. Its effect on the internal consistency of the City's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
3. Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
4. Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.

5. Its impact on the community's ability to attract and retain business and employment.
6. Its impact on the uses of vacant parcels of land.
7. Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
8. Any other matters the legislative body requests to be in the report.

Should the City Council order this report, the report must be presented to the City Council 30 days or less after the City Clerk certifies the sufficiency of petition for the initiative, which would be no later than July 3, 2024. Within 10 days of the report being presented to the City Council, the City Council would then be required to submit the initiative measure to the City's voters at an election. The Elections Code section 9212 report could be prepared by City staff or City consultants.

Given the nature and scope of the measure, which proposes a parcel tax for the purpose of building a new Albert Park library and community center, staff does not believe an Elections Code section 9212 report is necessary. Instead, staff provides in this staff report the following analysis, which addresses relevant Elections Code 9212 topics: (1) The measure's fiscal impacts, (2) the measure's impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space, including a discussion of whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.

The Measure's Fiscal Impacts.

At the rate of \$0.145 per square foot of improved building area and \$75.00 per vacant parcel, the proposed parcel tax is estimated to generate approximately \$6,370,000 in annual revenue for the purpose of funding the planning and construction of a modern library and community center at Albert Park as well as the costs to upgrade the City's neighborhood branch libraries to achieve an appropriate amount of total library facility space.

The Collection of the parcel tax would commence on July 1st after the effective date of the measure and continue for 30 years or so long as bonds for the planning and construction of a new library and community center remain outstanding, requiring debt service payments, whichever is longer. The measure would authorize the city to include bonded indebtedness for eligible capital costs related to the planning and construction of a new library and community center as well as to upgrade the City's branch libraries. Proceeds from the measure would be used to make principal and interest payments to service the debt.

The Measure's Impacts on Funding for Library Infrastructure.

The measure would fund the planning, construction, equipping and furnishing of a new main library and community center with associated parking lots on City owned property at Albert Park. This new main library and community center project must, per the measure, be sized to meet a total citywide library square footage requirement appropriate for a city the size of San Rafael, which is approximately ~0.70 - 0.75 square feet per capita, not including associated parking, outdoor spaces, and landscaping. The majority of this square footage needed to achieve the total required citywide square footage of library space must be provided by the Albert Park Main Library and Community Center.

However, the measure would not preclude adding additional library square footage to the branch libraries in order to achieve the square footage requirements of ~0.70 - 0.75 square feet per capita. The measure also stipulates that the community center project component at Albert Park should be sized, at minimum, to meet the current community center uses in the location at the time the project is planned for construction.

Table 1: Current City Library Square Footage

Library Branch	Square Footage
Downtown (Carnegie)	12,500
Pickleweed	2,000
Northgate	3,000
Civic Center	13,429
Total Square Footage	30,929
<i>Total per capita</i>	<i>0.52</i>

Table 2: Square Footage Requirements as Determined by the Measure

San Rafael Population	59,555	
Square Feet per Capita Range	0.70	0.75
Total Square Footage Requirement	41,689	44,666

Provided that sufficient funding is available from the proceeds of the parcel tax to fund the new Albert Park Main Library and Community Center, additional funding from the tax may be used to fund upgrades, renovations, remodeling, technology improvements, and furnishing equipment improvement at Pickleweed Branch Library and Terra Linda Branch Library.

The measure requires that within two years of the effective date of the measure, the City Council shall initiate a public planning process related to the preservation of the historic Carnegie Library building for ongoing civic, community, or community-serving commercial uses. This process shall guide the development of a proposal, to be presented to the community after the library vacates the building.

At the proposed tax rate, the City would expect to have the capacity to bond for approximately \$88.2 million to fund the planning and construction of the new Albert Park Main Library and branch library improvements. This bond amount assumes a 30-year term and a 5% interest rate and is provided as a point of reference. The City has not made any commitments to bonding any amount, nor has it made any determination regarding the scope and scale of improvements contemplated by this citizens initiative. Such determinations will be considered following the approval of the measure, should it pass.

3: Adopt the Initiative Measure

Elections Code Section 9215 also permits cities to adopt a proposed ordinance to approve the initiative measure. However, this option is not available for tax measures, which require voter approval pursuant to Proposition 218, which amended the California Constitution in 1996 to limit the ability of local agencies to impose special taxes.

CEQA:

The initiative is not a project as defined by the California Environmental Quality Act (“CEQA”), specifically CEQA Guidelines Section 15378 (b)(3). A project under CEQA does not include “[t]he submittal of proposals to a vote of the people of the state or a particular community that does not involve a public agency sponsored initiative.” (*Stein v. City of Santa Monica* (1980) 110 Cal. App.3d 458; *Friends of Sierra Madre v. City of Sierra Madre* (2001) 25 Cal. 4th 165).

PUBLIC NOTICE:

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

FISCAL IMPACT:

The costs for municipal elections are incurred by the City. There is sufficient budget available in the Fiscal Year 2024-25 budget to cover the approximate \$10,000 cost of placing this measure on the ballot. The fiscal impacts of the measure itself, should it be approved by the votes, is discussed above.

OPTIONS:

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

1. Approve the staff recommendation to accept the certification of sufficiency of the petition, and adopt a resolution submitting the initiative measure to the City’s voters at the November 5, 2024 general election; or
2. Accept the certification of sufficiency of the petition, and order a report pursuant to Elections Code Section 9212. After the report is presented to the Council, the Council has 10 days in which to submit the initiative measure to the City’s voters at an election.

ATTACHMENTS:

1. Resolution submitting to the voters the measure to amend the City’s Municipal Code to provide funding for construction of a new main library and community center at Albert Park in downtown San Rafael; establishing the schedule for submission of ballot arguments; and authorizing and requesting the County of Marin conduct the election
2. Marin County Registrar of Voters Certificate of Signature Verification

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF SAN RAFAEL A CITIZEN-SPONSORED INITIATIVE MEASURE TO AMEND THE MUNICIPAL CODE TO PROVIDE FUNDING FOR CONSTRUCTION OF A NEW MAIN LIBRARY AND COMMUNITY CENTER AT ALBERT PARK IN DOWNTOWN SAN RAFAEL, AT THE CONSOLIDATED GENERAL ELECTION ON TUESDAY NOVEMBER 5, 2024; ESTABLISHING THE SCHEDULE FOR SUBMISSION OF BALLOT ARGUMENTS; AND AUTHORIZING AND REQUESTING THAT THE COUNTY OF MARIN CONDUCT THE ELECTION

WHEREAS, on January 31, 2024, a Notice of Intent to Circulate a Petition (“Petition”) was filed with the City’s Elections Official with a request that a title and summary be prepared for the purpose of submitting to the voters of the City of San Rafael a citizen initiative entitled “An Initiative Measure Amending the City of San Rafael’s Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park in Downtown San Rafael” (“Initiative”); and

WHEREAS, the City Attorney provided a title and summary for the proposed Initiative to the proponents; and

WHEREAS, the Petition regarding the Initiative was filed with the Elections Official on April 16, 2024 bearing 4,590 unverified signatures; and

WHEREAS, to qualify for the ballot, proponents were required to obtain 3,240 valid signatures on the Petition; and

WHEREAS, the County Elections Division has examined the records of voter registration and has certified that the Petition contains more than the requisite number of valid signatures to qualify for election; and

WHEREAS, the City Elections Official certified the sufficiency of the signatures on June 3, 2024; and

WHEREAS, Elections Code section 9215 provides that the City Council is required to either request a report on the proposed Initiative, submit the proposed Initiative to the voters at an election, or adopt the proposed Initiative without alteration; and

WHEREAS, the City Council of the City of San Rafael desires to submit the Initiative to the voters at the general election to be held on November 5, 2024; and

WHEREAS, the City Council desires to consolidate the general municipal election for the Initiative described herein with the Statewide General Election to be held on November 5, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED:

Section 1. Call for Election. That pursuant to the requirements of the California Elections Code, Sections 306, 9215, and 9222, there is called and ordered to be held in the City of San Rafael, a regular municipal election for the purpose of submitting to the voters of the City of San Rafael a citizen initiative entitled “An Initiative Measure Amending the City of San Rafael’s Municipal Code to Provide Funding for Construction of a New Main Library and Community Center at Albert Park in Downtown San Rafael.” As required by Elections Code section 13247, the abbreviated form of the Initiative to appear on the ballot is specified below in Section 2 of this Resolution. The City’s designated Elections Official is hereby authorized and directed to make any changes to the proposition, text of the ballot label below or this resolution as required to conform to any requirements of law.

Section 2. Ballot Language. The following question shall be submitted to the voters on the ballot:

Shall the measure, to levy an annual special parcel tax in the City of San Rafael to fund the construction of a new Albert Park main library and community center, at the rate of \$0.145 per square foot of improved building area and \$75.00 per vacant parcel, estimated to generate \$6,370,000 annually, and continuing for thirty years or until construction bonds are satisfied, be adopted?	YES
	NO

This question requires the approval of a majority vote of the City of San Rafael voters voting on the measure at the election to become effective. If the Initiative is so approved by the City of San Rafael voters, then the Ordinance attached hereto as Exhibit A shall become effective ten (10) days following the date the vote is declared by the City Council in accordance with Elections Code section 9217.

Section 3. Text of Measure. The complete text of the measure to be submitted to the voters for approval is attached to this resolution as **Exhibit A**. The text of the measure shall be printed in the ballot materials and be available for public inspection in the City Clerk’s office and on the City’s website at www.cityofsanrafael.org.

Section 4. Publication of Measure. The City Clerk is hereby directed to cause notice of the measure to be published once in the official newspaper of the City of San Rafael, in accordance with of the California Elections Code section 12111 and California

Government Code section 6061, and is further directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 5. Request to Consolidate and Conduct Election and Canvass Returns.

(a) Pursuant to the Elections Code commencing with Section 10400, the City Council hereby requests, consents, and agrees that the County of Marin shall take all actions which are necessary or appropriate in connection with the election, including, but not limited to, printing and mailing sample ballots, arguments and applications for absentee ballots, canvassing election returns and certifying the results of the election to the Council. Pursuant to Elections Code Section 10002, the Board of Supervisors of Marin County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election. The City hereby agrees to reimburse Marin County in full for any services performed by the County for the City upon presentation of an invoice to the City.

(b) The election on the Initiative shall be held and conducted, the voters canvassed and the returns made, and the results ascertained and determined as provided herein. The election shall be held in accordance with the Elections Code of the State of California. As required by Elections Code section 10403, the City of San Rafael acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the Elections Code.

(c) The election on the Initiative shall be held in the City of San Rafael in the County of Marin on November 5, 2024, as required by law, and the County of Marin is authorized to canvass the returns of the election with respect to the votes cast in the City of San Rafael and certify the results to the City Council of the City of San Rafael.

(d) At the next regular meeting of the City Council of the City of San Rafael occurring after the returns of the election for the Initiative have been canvassed and the results have been certified to the City Council, or at a special meeting called for such purpose if required by law, the City Council shall cause to be entered in its minutes a statement of the results of the election.

Section 6. Submission of Ballot Arguments. The City Council hereby adopts provisions for the filing of ballot arguments and rebuttal arguments for the measure as set forth in California Elections Code sections 9282 *et seq.* All arguments for and against the measure shall be filed with the City Clerk pursuant to the timelines set forth in the County of Marin's Election Calendar for the November 5, 2024 General Election as published on their website: <https://www.marincounty.org/depts/rv/election-info/election-schedule/page-data/tabs-collection/2024/nov-5-2024/measure-guide?tabnum=2>. All arguments for and against the measure shall be signed, with printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

Section 7. Impartial Analysis. In accordance with California Elections Code section 9280, the City Council directs the City Clerk to transmit a copy of the Initiative to the City Attorney, who shall prepare an impartial analysis showing the effect of the measure on the existing law and the operation of the measure. The City Attorney’s impartial analysis may not exceed 500 words.

Section 8. Services of City Clerk. The City Clerk is hereby authorized and directed to take all steps necessary to place the measure on the ballot, including giving further or additional notice of the election as required by law, and to cause the ordinance or measure to be printed. A copy of the ordinance or measure shall be made available to any voter upon request. As required by Elections Code section 12111, the City Clerk shall cause a synopsis of the measure to be published in a newspaper of general circulation at least one time not later than one week before the November 5, 2024 election. The notice shall be headed “Measure to Be Voted On” and be in the form described in Elections Code section 12111.

Section 9. Canvass Returns of the Election. The Marin County Elections Department is hereby authorized to canvass the returns of the election, including this ballot measure.

Section 10. Filing of Copy of Resolution. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Election Department of the County of Marin.

Section 11. Election Held Pursuant to Law. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 12. Effective Date. This Resolution shall take effect upon its adoption.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the forgoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 3rd day of June 2024, by the following vote, to wit:

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

Lindsay Lara, City Clerk

Exhibits:

A. Text of Measure

THE PEOPLE OF THE CITY OF SAN RAFAEL DO ORDAIN AS FOLLOWS:

SECTION 1. Title. This measure shall be known and may be cited as the San Rafael Library and Community Center Revitalization Initiative (the “Initiative”).

SECTION 2. Findings and Purpose.

- A. Findings. The people of the City of San Rafael (“City”) find and declare the following:
1. San Rafael’s Downtown Main Library was built over 100 years ago in 1909 when San Rafael’s population was only 6,000. Currently San Rafael’s population exceeds 60,000 residents and the library is far too small and outdated to serve the needs of children, teens, families and older adults in the community.
 2. With library use on the rise, the 115-year-old facility is in poor condition with cramped, dilapidated space, poor lighting, and lack of adequate seating, book collections, computer stations, quiet reading areas, and group study or meeting areas. The building does not meet current safety and accessibility standards for libraries built today. Options for expansion are limited and expensive.
 3. San Rafael students of all ages and income levels rely on local libraries for a modern, well equipped, quiet and safe space to read, study, complete homework, and receive tutoring. Families with young children rely on literacy and reading programs. Older adults utilize the library for access to computers, technology and quiet reading space.
 4. Community centers provide safe spaces for afterschool, summer learning and recreation programs that allow children and teens a safe place to engage in programs intended to spark their imagination and support their educational experience. Community centers also provide recreational and social programs that help older adults remain active and independent.
 5. The City of San Rafael commissioned a study in 2021 for the construction of a new Main Library and Community Center on City-owned property at Albert Park, located near 1st Street and B Street in Downtown San Rafael to verify the feasibility of a project at this location and determine a project scope and budget.
 6. A new library and community center at this location would be constructed to comply with current building and environmental codes and to support modern technologies essential in today’s libraries. A new library and community center would provide space, furnishings and equipment for community services and amenities such as: afterschool homework assistance; tutoring and summer reading programs for school-age children; a dedicated children’s area for story time and other programs; art and literacy programs for all ages; programs for older adults; expanded book collections and other media; improved access for older adults and residents with disabilities; updated technology infrastructure, WIFI, and public computing; public meetings and community gatherings; and emergency operations and shelter in case of fires, earthquakes, floods, or other emergencies.
 7. This Initiative authorizes and funds, via a special *non-ad valorem* parcel tax on taxable real property within the City, the planning and construction of a modern library and community center at Albert Park to serve the needs of current and future residents. Funds from the Initiative may also be used to upgrade San Rafael’s neighborhood branch libraries to achieve an appropriate amount of total library facility space for a city of San Rafael’s size.
 8. This Initiative includes and requires strict fiscal accountability protections to ensure all funds are used as promised, including: the new revenues must stay in San Rafael to fund the planning and construction of a new library, community center, and upgrades to neighborhood branch libraries; no funds may be taken away by the State or diverted for other purposes; no funds may be used for administrator salaries or benefits; and required public disclosure of all spending, including requirements for an independent oversight committee and annual audits.

9. To ensure the cost of this Initiative is not a burden to residents on limited fixed incomes, homeowners age 65 and over shall be eligible for an optional exemption.
10. This Initiative also requires the City of San Rafael to develop a proposal to present to the community for the preservation and reuse of the historic Carnegie Library in Downtown San Rafael after the library vacates the building.
11. Adoption and implementation of this Initiative will protect and serve the public health, safety, and welfare, and the quality of life for the people of the City of San Rafael.

B. Purpose. The people of the City of San Rafael declare that our purpose and intent in enacting this Initiative is to authorize and adopt a special *non-ad valorem* parcel tax of fourteen and one-half cents (\$.145) per square foot of improved building area per year and seventy-five dollars (\$75.00) per vacant parcel per year on taxable real property within the City, the proceeds of which shall be specifically limited and shall be used solely as set forth in this Initiative, to fund the planning and construction of a modern library and community center at Albert Park to serve the needs of current and future residents, as well as the costs to upgrade San Rafael’s neighborhood branch libraries to achieve an appropriate amount of total library facility space for a city of San Rafael’s size.

SECTION 3. Amendments to City of San Rafael Municipal Code.

The City of San Rafael Municipal Code is hereby amended to add a new Chapter (Parcel Tax for Planning and Construction of a New Albert Park Main Library and Community Center), to read as follows:

Chapter ___ – PARCEL TAX FOR PLANNING AND CONSTRUCTION OF A NEW ALBERT PARK MAIN LIBRARY AND COMMUNITY CENTER

Section ___ - Title.

This Chapter shall be known and may be cited as “Parcel Tax for Planning and Construction of a New Albert Park Main Library and Community Center.”

Section ___ - Imposition.

- A. A special *non-ad valorem* parcel tax (hereinafter the “Parcel Tax”) is hereby established and shall be levied annually on the owner of each parcel of taxable real property located within the City of San Rafael (the “City”), unless the owner is by law exempt from taxation, in which case, the Parcel Tax shall be assessed to the holder of the possessory interest in such parcel, unless such holder is also by law exempt from taxation. The Parcel Tax is an excise tax on the use of property within the City.
- B. The Parcel Tax shall hereby be established and levied each year, commencing July 1st after the Effective Date, on each parcel of taxable real property, improved or unimproved, within the boundaries of the City at the rate of fourteen and one-half cents (\$.145) per square foot of improved building area and seventy-five dollars (\$75.00) per vacant parcel.
- C. The collection of the Parcel Tax shall commence on July 1st after the Effective Date and continue for thirty (30) years thereafter or so long as bonds for the planning and construction of a new library and community center remain outstanding requiring debt service payments, whichever is longer.
- D. The Parcel Tax shall be collected by the Marin County Tax Collector (the “Tax Collector”) at the same time and in the same manner and shall be subject to the same penalties as *ad valorem* property taxes collected by the Tax Collector. The collection of the Parcel Tax hereunder shall not decrease the funds available from other sources of the City in any period from the Effective Date hereof.
- E. For the purposes of this Chapter, a “parcel of taxable real property” shall be defined as any unit of real property located in the City which receives a separate tax bill for *ad valorem* property taxes from the Tax Collector. “Building” is defined as any structure having a roof supported by columns or walls and designed for the shelter or housing of any person or property of any kind. The word “building”

includes the word “structure” and encompasses, without limitation, all residential, commercial and industrial structures. “Improved parcel” is defined as a parcel on which there exists any building. “Vacant parcel” is defined as a parcel on which no building exists.

- F. The City shall be authorized to incur bonded indebtedness for eligible capital costs related to the planning and construction of a new library and community center as well as upgrades to San Rafael’s branch libraries, utilizing the proceeds from the Parcel Tax to make principal and interest payments to service such debt.
- G. All property that the Tax Collector has determined to be otherwise exempt from property taxes, or on which no *ad valorem* property taxes have been levied, in any year shall also be exempt from the Parcel Tax in such year. The Tax Collector's determination of exemption or relief for any reason of any parcel from taxation, other than the Senior Citizen Exemption (defined below), shall be final on the taxpayer for purposes of this Chapter. Taxpayers desiring to challenge the Tax Collector's determination should do so under the procedures established by the Tax Collector's Office, applicable provisions of the California Revenue and Taxation Code or other applicable law. Taxpayers seeking any refund of taxes paid pursuant to this Chapter shall follow the procedures applicable to tax refunds pursuant to the California Revenue and Taxation Code and any other generally applicable law.
- H. An optional exemption (heretofore the “Senior Citizen Exemption”) from the Parcel Tax will be made available annually to each individual in the City who attains 65 years of age prior to July 1 of the tax year, and who owns a beneficial interest in the parcel, and who uses that parcel as his or her principal place of residence, and who applies for such exemption to the City on or before June 1st of each tax year, or during the first year of the tax at a date to be determined by the Tax Collector. Any application for such exemption must be submitted to the Tax Collector, pursuant to any rules and regulations of the Tax Collector.

Section __ - Levy, Collection, Purpose.

- A. The proceeds of the Parcel Tax shall be deposited into a special fund, maintained by the City, which proceeds, together with any interest and any penalties thereon, collected each fiscal year shall be used solely for the purposes set forth in this Section. The proceeds from the Parcel Tax shall be expended only for these purposes.
- B. The proceeds collected by the levy of the Parcel Tax shall be used as follows:
 - 1. The City shall be authorized to fund the planning, construction, equipping and furnishing of a new main library and community center, with associated parking lots, on City-owned property at Albert Park, located near 1st Street and B Street in Downtown San Rafael (the “Albert Park Main Library and Community Center”), and issue and sell bonds to provide financing for the specific capital projects listed below, subject to all of the accountability safeguards specified herein (hereinafter referred to as “Project” or “Projects”).
 - 2. The Albert Park Main Library and Community Center Project shall be sized to meet total citywide library square footage requirements appropriate for a city the size of San Rafael (~0.70 - 0.75 square feet per capita) not including associated parking, outdoor spaces, and landscaping. The majority of the building square footage needed to achieve the total required citywide square footage of library space shall be provided by the Albert Park Main Library and Community Center Project, but this Initiative shall not preclude adding additional library square footage to the branch libraries as part of the effort to achieve the aforementioned total citywide library square footage requirements of ~0.70 - 0.75 SF per capita. The community center Project component at Albert Park should be sized, at minimum, to meet the current community center uses in that location at the time the Project is planned for construction.

3. All designs and planning for the Albert Park Main Library and Community Center shall include the preservation or relocation of the existing Lonatese Gardens at Albert Park.
 4. Provided that sufficient funding is available from the proceeds of the Parcel Tax to fund the planning and construction of a new Albert Park Main Library and Community Center, additional funding from the Parcel Tax may also be used to fund upgrades, renovations, remodeling, technology improvements, and furnishing/equipment improvements at Pickleweed Branch Library and Terra Linda Branch Library.
 5. Each Project described herein is assumed to include its share of costs of bond issuance, architectural, engineering, legal and similar planning costs; litigation costs; construction management; Project bond consultants; staff development and training expenses associated with learning construction techniques and approaches and new equipment and systems; the furnishing and equipping of all Projects, including equipment to maintain facilities in a safe and clean condition; and a customary contingency for unforeseen design and construction costs. Payment of the costs of preparation of facilities planning and Project implementation studies, feasibility and assessment reviews, master planning, environmental studies, permit and inspection fees, studies and assessments, including ADA and seismic, and temporary housing and relocation costs for dislocated programs or activities caused or necessitated by Projects are permissible expenditures.
 6. The final cost of each Project will be determined as plans are finalized and Projects are completed. Based on the final costs of each Project, certain of the Projects described above may be delayed or may not be completed. Necessary site preparation, grading or restoration may occur in connection with new construction, including ingress and egress, removing, replacing or installing irrigation, utility lines, trees and landscaping, relocating fire access roads and acquiring any necessary easements, leases, licenses or rights of way to the property.
 7. Proceeds from the Parcel Tax shall be used only for the planning, construction, equipping and furnishing of the facilities and grounds identified in this section, and not for any other purpose, including administrator salaries and other operating expenses, in accordance with applicable law.
 8. Where feasible, Projects may be completed in partnership with other public or private agencies on a joint use basis using Parcel Tax proceeds or related bonded indebtedness, subject to federal tax rules and regulations.
- C. The purposes set forth in this Section shall constitute the specific purposes of this Chapter, which are specific and legally binding limitations on how the proceeds of the Parcel Tax may be spent. The proceeds of the Parcel Tax shall be used only for such purposes and shall not fund any purpose other than those set forth herein.

Section __ - City Annual Report.

The City shall prepare a report on at least an annual basis which shows the amount of funds collected and expended, and the status of any Project required or authorized to be funded, by the Parcel Tax. The City shall file each report with the Mayor, City Council and the oversight committee referenced in this Chapter.

Section __ - Parcel Tax Funds Shall Not Replace Existing Funding.

- A. The People of the City of San Rafael find and declare that, absent the Parcel Tax funds, the City would require more resources than are currently provided to plan, construct, equip and furnish a new library and

community center. In adopting this Parcel Tax, the People of the City are providing new, additional City resources to complement, but not to replace or supplant, any or all pre-existing City, State, Federal or other funding for the planning, construction, equipping and furnishing of a new library.

- B. Consistent with subsection (A), the People of the City of San Rafael specifically find and declare that their contributions to and disbursements from the special Parcel Tax fund authorized by this Chapter are discretionary expenditures by the City for the direct benefit of the residents of the City. In the event that the State attempts, directly or indirectly, to redistribute these expenditures to other jurisdictions or to offset or reduce State or Federal funding to the City because of the contributions to and disbursements from the special Parcel Tax fund authorized by this Chapter, the City shall transfer said monies that would otherwise be distributed each year from the special Parcel Tax fund to such other fund as the City Council may designate, to be spent for purposes which are substantially equivalent to the purposes set forth in this Chapter.

Section __ - Increase in Appropriations Limit.

To the extent that the revenue from the Parcel Tax is in excess of the spending limit for the City, as provided for in applicable provisions of the California Constitution and State law, the approval of the Parcel Tax by the voters shall constitute approval to increase the City's spending limit in an amount equal to the revenue derived from the Parcel Tax for the maximum period of time as allowed by law.

Section __ - Fiscal Accountability Protections and Oversight.

Starting with the first operative year of this Chapter, the City shall establish an oversight committee comprised of San Rafael residents to submit a report on at least an annual basis to the Mayor and City Council evaluating whether the proceeds from the Parcel Tax are being properly expended for the purposes set forth in this Chapter. Proceeds from the Parcel Tax shall be subject to the City's generally applicable independent annual audit procedures and requirements.

Section __ - Preservation of Historic Carnegie Library.

The People of the City of San Rafael specifically find and declare that the historic Carnegie Library building constructed in 1909 in Downtown San Rafael is an essential element of the City's history, architecture and character and shall be preserved for future use. Within two (2) years of the Effective Date of this Measure, the San Rafael City Council shall initiate a public planning process related to the preservation of the historic San Rafael Carnegie Library building for ongoing civic, community or community-serving commercial uses. The planning process shall guide the development of a proposal, to be presented to the community, for the preservation and reuse of the historic Carnegie Library in Downtown San Rafael after the library vacates the building.

SECTION 4. Effective Date and Implementation.

- A. This Initiative shall be effective upon the earliest date legally possible after the elections official certifies the vote on the Initiative by the voters of the City of San Rafael pursuant to the California Elections Code (the "Effective Date").
- B. Upon the Effective Date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to administer and collect the Parcel Tax authorized herein or to update any City codes or any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.
- C. The City may reorganize, renumber, and/or reformat the Municipal Code provisions included in Section 3 of this Initiative, provided that the full text is inserted into the Code without alteration.

SECTION 5. Interpretation and Severability.

- A. This Initiative must be broadly construed to achieve the purpose stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that

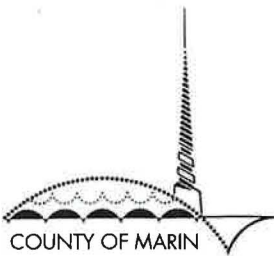
facilitates the purpose set forth in this Initiative.

- B. This Initiative and the special tax authorized herein are adopted pursuant to the provisions and authority contained California Constitution, including Article II, § 11. The People of the City declare their intent that this citizen Initiative, if approved by a simple majority of voters pursuant to controlling California case law, shall be enacted, and the parcel tax be collected, for the entire uninterrupted period described herein. To the extent that the California Constitution or other applicable state law is amended, either at the same election or any time after this Initiative is adopted by San Rafael's voters, to create additional or different voting requirements necessary to implement or to continue to implement this Initiative, the People of the City of San Rafael declare their intent that any such amendments should, to the greatest extent allowed by law, be applied prospectively only and not apply to, or in any way affect, this Initiative.
- C. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.
- D. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of San Rafael indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

SECTION 6. Municipal Affairs. The People of the City hereby declare that providing funding for the planning, construction, equipping and furnishing of a library and community center through a parcel tax for the purposes set forth in this Initiative constitutes a municipal affair. The People of the City hereby further declare their desire for this Initiative to coexist with any similar tax measures adopted at the city, county, or state levels.

SECTION 7. Conflicting Measures. To ensure that the intent of the voters is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with or take precedence over, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would adopt a special tax to authorize and/or fund the planning and construction of a library and community center at Albert Park which would frustrate the purpose and intent of this Initiative (each, a "Conflicting Measure"). In the event that this Initiative and one or more Conflicting Measures are adopted by the voters at the same election, then it is the voters' intent that only the measure which receives the greatest number of affirmative votes shall control in its entirety and said other measure or measures shall be rendered void and without any legal effect with respect to such matters. If this Initiative is prevented from going into effect by a Conflicting Measure approved by the voters at the same election, and such Conflicting Measure is later held invalid, this Initiative shall be self-executing and given full force of law. Notwithstanding the foregoing provisions of this Section, in the event that both this Initiative and another measure(s) are adopted by the voters at the same election, but the two measures can be harmonized in a manner that permits this Initiative to be implemented upon its adoption without imposing any inconsistent requirement(s), then it is the voters' intent that both the other measure and this Initiative shall be given full force and effect regardless of which measure receives the greatest number of affirmative votes.

SECTION 8. Amendment. This Initiative may be amended or repealed only by the voters of the City of San Rafael voting in an election held in accordance with state law.



ELECTIONS DEPARTMENT

Providing a responsive, transparent, and professional approach to conducting elections.

Lynda Roberts
REGISTRAR OF VOTERS

Melvin Briones
ASSISTANT REGISTRAR OF
VOTERS

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MARIN COUNTY REGISTRAR OF VOTERS CERTIFICATE OF SIGNATURE VERIFICATION California Elections Code sec. 9114-9115


I, Lynda Roberts, Registrar of Voters, County of Marin, hereby certify that the verification of signatures on an initiative petition received by this office on April 17 2024, was completed at the request of the city clerk of the City of San Rafael.

The signatures were verified pursuant to California Elections Code sec. 9114, and I determined the following facts as confirmed in the attached report—Petition Result Breakdown.

Signatures Required	3240
Raw Count	4590
Full Count	4590
# Valid Signatures	3773
# Invalid Signatures	817
Duplicate Signatures	7

IN WITNESS WHEREOF, I have set my hand and affixed my official seal on the 6th Day of May 2024

SEAL


Lynda Roberts
Registrar of Voters

Petition Result Breakdown

City of San Rafael

San Rafael Library and Community Center Revitalization

Signatures Required	3240		
Raw Count	4,590		
Sample Size	4,590	<i>Percent of Sigs</i>	<i>Percent of</i>
Sigs Checked	4,590	<i>Checked</i>	<i>Sample Size</i>
Sigs Not Checked	0		0.0 %
Sigs Valid	3,773	82.2 %	82.2 %
Sigs Invalid	817	17.8 %	17.8 %
Duplicated	7	0.2 %	0.2 %
Non-duplicate Invalids	810	18.0 %	17.6 %

RESULT ABBR	RESULT DESCRIPTION		
Approved	Approved	3,773	82.2 %
NotReg	Not Registered	205	4.5 %
OutOfDist	Out of District	460	10.0 %
Duplicate	Signed more than once	7	0.2 %
RegLate	Registered Late	4	0.1 %
RegDiffAdd	Registered at a Different Address	73	1.6 %
CantIdentfy	Cannot Identify	4	0.1 %
NoResAdd	No Residence Address Given	3	0.1 %
NoSig	No Signature	4	0.1 %
SigNoMatch	Signatures Don't Match	25	0.5 %
NoVoter	Voter Not Found	32	0.7 %

STATISTICS SUMMARY	Value	% Raw	% Req	
Pages Processed	1157	100.0 %		
Total Checked	4590	100.0 %	141.7 %	
Uncorrected Valid	3773	82.2 %	116.5 %	
Duplicate Adjustment	0			
Estimated Valid	3773	82.2 %	116.5 %	
				Min Required (95%): 3078.0
				Min Required to pass
				Based on Sample (110%): 3564.0