



SAN RAFAEL CITY COUNCIL – MONDAY, OCTOBER 1, 2018

**SPECIAL MEETING
CITY MANAGER’S CONFERENCE ROOM AT 6:00 PM**

1. Interviews of Applicants and Consideration of Appointment to Fill One Unexpired Four-Year Term on the Special Library Parcel Tax Committee to the End of July 2022, Due to the Resignation of Robert Ross (CC)

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

AGENDA

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

1. Mayor Phillips to announce the Closed Session item.

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

2. Closed Session:
 - a. Conference with Labor Negotiators
Government Code Section 54957.6
Lead Negotiator: Timothy L. Davis (Burke, Williams & Sorensen)
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Lauren Monson, Nadine Hade, Christopher Gray, Diana Bishop
Employee Organizations: San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers’ Association; Unrepresented Mid-Management; Unrepresented Executive Management

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

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

CITY MANAGER’S REPORT:

3. City Manager’s Report:

SPECIAL PRESENTATION:

4. Special Presentation:

- a. Presentation by Marin Municipal Water District Regarding Water Infrastructure Maintenance and Water Conservation

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.

5. Consent Calendar Items:

- a. **Approval of Minutes**
Approval of Minutes of City Council / Successor Agency Regular Meetings of September 4, 2018 and September 17, 2018 (CC)
Recommended Action - Approve as submitted
- b. **Bicycle and Pedestrian Advisory Committee Vacancies**
Call for Applications to Fill Four Four-Year Terms and One Four-Year Alternate Term on the San Rafael Bicycle and Pedestrian Advisory Committee, to the End of November 2022 Due to the Expiration of Terms of Tim Gilbert, Kate Powers, Kevin Hagerty, Daniel "DJ" Allison and Alternate Member Gerald Belletto (CC)
Recommended Action - Approve staff recommendation
- c. **1650 Los Gamos - Kaiser-Permanente Office Building**
Second Reading and Final Adoption of Ordinance No. 1962 - An Ordinance of the San Rafael City Council Approving an Amendment to Planned Development (PD-1590) Zoning to: 1) Separate 1650 Los Gamos Drive from Existing PD-1590 and 2) Create a New PD Zoning District for 1650 Los Gamos Drive with Land Use Regulations and Development Standards to Allow Medical Office Use in Addition to General Office Uses (Kaiser Medical Office Building at 1650 Los Gamos Dr - APN's 165-220-12 &13) (CD)
Recommended Action - Approve final adoption of Ordinance 1962
- d. **1650 Los Gamos - Kaiser-Permanente Office Building**
Second Reading and Final Adoption of Ordinance No. 1963 - An Ordinance of the San Rafael City Council Approving a City-Initiated Rezoning of an Existing Planned Development (PD-1590) District for 1600 Los Gamos Drive to Remove References to the 1650 Los Gamos Drive Property from the PD District Text, Following Rezoning of that Property into a Separate PD District by Separate Action. (1600 Los Gamos Dr - Marin Commons- APN's: 165-220-10 &11) (CD)
Recommended Action - Approve final adoption of Ordinance 1963
- e. **Marin County Triathlon Event Road Closure**
Resolution Authorizing Temporary Closure of Pt. San Pedro Road from Riviera Drive to Biscayne Drive for the Marin County Triathlon on November 3, 2018 from 8:30 AM to 11:30 AM and on November 4, 2018 from 8:30 AM to 1:00 PM (CS)
Recommended Action - Adopt Resolution

- f. **West End Village Celebration Family Fun Day Road Closure**
Resolution Authorizing Temporary Closure of Fourth Street from Shaver to H Streets, Ida Street from Second Street to Fourth Street, G Street from Second Street to Fifth Avenue, and F Street from Fifth Avenue to Latham Street for the West End Village Celebration Family Fun Day November 4, 2018 from 7 AM to 10 PM (CS)
Recommended Action - Adopt Resolution

- g. **Hispanic Heritage Month**
Resolution Supporting Hispanic Heritage Month, 2018 (ED)
Recommended Action - Adopt Resolution

- h. **San Quentin Pump Station Reconstruction**
Resolution Approving and Authorizing the City Manager to Execute a First Amendment to the Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for Final Engineering Design and Environmental Clearance Services Associated with the San Quentin Pump Station Reconstruction Project, in the Amount of \$245,979, for a Total Contract Not-to-Exceed Amount of \$374,017 (PW)
Recommended Action - Adopt Resolution

SPECIAL PRESENTATION:

- 6. Special Presentation:
 - a. Presentation of Resolution Supporting Hispanic Heritage Month, 2018

OTHER AGENDA ITEMS:

- 7. Other Agenda Items:
 - a. **Rental Discrimination**
Discussion on a Draft Ordinance Addressing Rental Housing Source of Income Discrimination (CM)
Recommended Action - Accept report and provide direction to staff

 - b. **Tiscornia Marsh - East Canal Street**
Resolution Approving and Authorizing the Mayor to Sign a Letter of Endorsement and Support for the Marin Audubon Society's Measure AA Application to Fund the Tiscornia Marsh Habitat Restoration & Sea Level Rise Adaptation Project (Canal St.) (CD)
Recommended Action - Adopt Resolution

 - c. **Fire Chief Officer Services for Marinwood**
Resolution Authorizing the City Manager to Execute a First Amendment to the Joint Exercise of Powers Agreement Between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing to Include Fire Chief Officer Services (FD)
Recommended Action - Adopt Resolution

- d. **San Rafael Firefighters' Association Memorandum of Understanding**
Resolution Approving the Memorandum of Understanding Between the City and San Rafael Firefighters' Association Pertaining to Compensation and Working Conditions (July 1, 2018 through June 30, 2020) (HR)
Recommended Action - Adopt Resolution

- e. **Amended Compensation for Executive Management Employees**
Discussion and Consideration of an Amended Resolution Pertaining to the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020) (HR)
Recommended Action - Direct staff to return with resolution for adoption

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

- 8. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

- 1. Consent Calendar: - None.

ADJOURNMENT:

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



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: _____

TOPIC: MEASURE D SPECIAL LIBRARY PARCEL TAX COMMITTEE INTERVIEWS

SUBJECT: INTERVIEWS OF APPLICANTS AND CONSIDERATION OF APPOINTMENT TO FILL ONE UNEXPIRED FOUR-YEAR TERM ON THE SAN RAFAEL SPECIAL LIBRARY PARCEL TAX COMMITTEE TO THE END OF JULY 2022

RECOMMENDATION:

It is recommended that the City Council interview the following applicants and appoint one applicant to fill one unexpired four-year term on the Special Library Parcel Tax Committee, with a term to expire the end of July 2022.

<u>Name</u>	<u>Time</u>
William Pruitt	6:00 p.m.
Lisa Read	6:10 p.m. (conference call)
Kelly Stuart	6:20 p.m.

BACKGROUND:

At the meeting of August 20, 2018, the City Council called for applications to fill one unexpired four-year term on the Special Library Parcel Tax Committee to the end of July 2022. Three applications were received in the City Clerk’s Office by the deadline of Tuesday, September 11, 2018.

COMMUNITY OUTREACH:

The call for applications for Special Library Parcel Tax Committee was advertised in Snapshot (the City Manager’s e-newsletter), the City website, NextDoor and Facebook social media platforms.

RECOMMENDED ACTION:

Interview applicants and make an appointment.

ATTACHMENTS

1. Three (3) applications

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Profile

Which Boards would you like to apply for?

Measure D - Special Library Parcel Tax Committee: Submitted

William

First Name

G

Middle Initial

Pruitt

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

Suite or Apt

San Rafael

City

CA

State

94903

Postal Code

41 Years

Resident of the City of San Rafael for how many years?

Home:

[Redacted]

Primary Phone

Mobile:

[Redacted]

Alternate Phone

WGP Consulting

Employer

Retired

Job Title

Business Address

[Redacted], San Rafael, CA 94903

Interests & Experiences

Do you participate in any civic activities?

Not at this time

List any civic organizations of which you are a member:

None

Education:

BA San Francisco State University Completed course work for a Masters in Anthropology Elementary and Secondary Education Credentials / Administrative Education Credential San Francisco State University

Why are you interested in serving on a board or commission?

I am a lifelong Public Library user and I am interested in seeing that the Library is funded and managed for the best interests of the people in Marin

Describe possible areas in which you may have a conflict of interest with the City:

None

[Pruitt Gil rev 10-26-10.doc](#)

Upload a Resume

GIL PRUITT [REDACTED] home, [REDACTED] cell/day

Summary of Experience: IT experience in large system

mainframe environments doing analysis, design, code, testing, QA and maintenance of large scale applications. Twenty years of DB2 and CICS including application and database analyst and design experience. Extensive Project and Team Lead experience.

Technical Summary:

CICS - EXPEDITER, INTERTEST, EDF, SDF, ORACLE, DB2 UDB

- SQL/DML, DDL, UTILITIES, SPUFI, QMF, PLATINUM, BMC, IMS DB/DC,

MFS, BTS, VSAM, IDCAMS, IEF, IBM DEBUG, COBOL, COBOL II, COBOL LE,

ISPF, MVS XA/ESA/390, CA-11, JCL, FILEAID, FILEAID DB2, ENDEVOR,

APS, BACHMAN, FOCUS, MICRO FOCUS COBOL, PC SPF, PC CICS WITH ANIMATOR,

DYL280, EZTRIEVE PLUS, DATACOM, HPS, COMPAREX, CHANGE MAN, MQ, NDM

CONNECT DIRECT, LIBRARIAN, WINDOWS NT, WORD, EXCEL, FTP, MINDREEF

SOAPscope, MAINFRAME to UNIX FILE UTILITIES

DETAILED EXPERIENCE:

SENIOR CONSULTANT CHARLES SCHWAB, San Francisco, CA

10/07 TO 12/17/08

I designed, developed and implemented several Branch Organization applications that synchronized Branch Data across platforms in an extremely complex DB2 environment. I was Project Lead for a People and Organization Data and Identity Management system for a large, complex financial institution. Prepared, tested and implemented a service used by the web including Mindreef SOAPscope testing for the Greenfield project which has been a major revamping of Schwab's web applications. Provided day to day maintenance and support for mainframe to distributed and distributed to mainframe data. Developed, tested and implemented several processes to move data files from Unix to the mainframe and mainframe files to Unix. Synchronized related DB2 Tables.

Environment: CICS, DB2, COBOL LE, DB2 Utilities, Change Man, MQ, FTP, SPUFI

SENIOR CONSULTANT CHARLES SCHWAB, San Francisco, CA

8/06 TO 12/06

Acted as team lead to design and develop a system to Journal checks for a third party Trust Company. Coded, tested and implemented a complex system that pulled a Trust System file from a UNIX server to the mainframe, processed it in batch mode for Schwab Cashiering (This had not been done before. Journaling is an online function), returned messages to the Schwab Service Team and the Trust System, and deleted the file resetting the job scheduler to be ready for the next file. I created a new CA-11 schedule for the batch job. It allowed multiple runs of the Trust Journaling throughout the day by reinstating the schedule after each run.

Environment: Tools: CICS, DB2, COBOL LE, DB2 & MVS Utilities, Change Man,

UNIX, FTP

SENIOR CONSULTANT STATE COMPENSATION INSURANCE FUND, San Francisco
4/04 TO 8/06

Worked on a major Service Request to enhance and improve the way insurance endorsements are presented on policies. This request added a new Change Endorsement (9932) that replaced some of the current 99 series Endorsements and eliminated ambiguity that led to legal problems. Designed and wrote numerous software programs for the New Business Policy Conversion ASR that allowed money, billing and cancellations to follow converted policies. I participated in enhancements that supported three major rate changes and filings. Extensive analysis and production support of the State Compensation mainframe DB2 system. Data mining and data cleaning to produce loads for an Oracle system to Automate Worker's Comp policy conversions

Environment: COBOL, CICS, DB2, MF Utilities

SENIOR CONSULTANT CHARLES SCHWAB, San Francisco, CA

4/02 to 11/03:

Develop, code, test QA and implement the

new DB2 Billing System functionality to supplement and replace the

Schwab Legacy Billing System. This effort included heavy user

Interface requirements gathering, analysis and design, as well as code, testing and quality assurance of both

new Batch and CICS applications. Data mining and data conversion from

the Legacy Billing System into the new DB2 Billing system. I wrote extensive Test Plans and documentation and led the QA effort.

Environment: CICS, DB2, COBOL II, COBOL LE, DB2 Utilities, Change Man, MQ, FTP

SENIOR CONSULTANT KAISER, PERMANENTE, Walnut Creek, CA

5/01 TO 04/02

Analysis, design, code and testing new interfaces and functionality for several large CICS, DB2 systems. These included CATS AND AOMS for the Nationwide Kaiser HMO Medical Network. Functioned as both application designer and DB2 DBA for the effort. Wrote several one-time conversion programs to convert the data into the new formats needed for the CICS changes.

Environment: CICS, DB2, COBOL II, DB2 Utilities, Change Man, CATS, AOMS, PATDEM, Foundation Systems

CHARLES SCHWAB, San Francisco, CA

5/99 TO 4/01

Project lead to design and develop an MQ based order entry system that processed files that were sent via MQ from a web based trading system to the new Schwab DB2 Trading System (STAMP). Modified and enhanced the DB2 CICS and web based system adding new functionality. Heavy user interface and requirements gathering, design, coding and testing. Extensive data mapping and conversion from DATACOM to DB2. Image copies and recovery utilities, including the DB2 LOAD and UNLOAD DB2 utilities to create and restore test data. I created several complex new CA-11 schedules for batch job streams. I provided testing, QA and support for a desktop trading system that uploaded orders to the mainframe via Connect Direct for the online trading system (STAMP).

Environment: CICS, DB2, COBOL II, DB2 Utilities, Change Man, MQ, Connect Direct

SENIOR CONSULTANT LEVI STRAUSS, San Francisco, CA

11/97 TO 5/99

Y2K Testing, methodology and remediation of batch mainframe applications including Sales

Reporting, Product Availability, Manugistics and Financial Applications

including Property Accounting and General Ledger. Conversion from

VSAM to DB2 to develop testing data. Heavy backup and recovery of

DB2 and VSAM to facillitate testing using DB2 and BMC Image Copy,

RECOVERY, LOAD and UNLOAD Utilities. Did the DBA work required to

develop Recovery Procedures to replicate test data across multiple

DB2 and CICS regions.

Environment: CICS, DB2, COBOL II, DB2 Utilities, Change Man, MQ

SENIOR ANALYST CHARLES SCHWAB, San Francisco, CA

5/96 TO 11/97

Major enhancements to an Online CICS and Batch Mutual Fund System using

both COBOL and HPS. Technical Project Lead including analysis and

design work on a large scale Dividend Distribution System Conversion

from DATACOM to DB2. Extensive data conversion from the DATACOM

data to DB2 tables. Built Data Conversion jobs using DB2 AND BMC

Image Copy and LOAD and UNLOAD Utilities.

Environment: CICS, DB2, COBOL II, DB2 Utilities

SENIOR CONSULTANT FAIR, ISAAC, San Rafael, CA

1/96 TO 5/96

Enhancements to customize the FairIsaac

Credit Scoring Software for Den Norske Bank in Norway using MicroFocus

COBOL, PC ISPF, PC CICS with Animator. Designed, coded and tested

new screens and major enhancements to existing screens. Created a

cleaner process that cleaned and remapped converted data from member

banks for testing team. Extensive development of custom client

software.

Environment: COBOL, PC ISPF, PC CICS with Animator.

SENIOR CONSULTANT VISA, Foster City, CA

8/95 TO 10/95

Maintenance, testing and enhancements to a large

CICS/DB2 Sales Analysis Reporting System to support International

Sales Data. Heavy User Interface.

Environment: CICS, DB2, COBOL II, DB2 Utilities

SENIOR CONSULTANT MCKESSON, San Francisco, CA

9/94 TO 9/95

Design Tables for an ORACLE/UNIX Information

Warehouse Customer Profitability System. Analysis, Design, Code

and Test the Mainframe Extracts to support the ORACLE system using

COBOL II, IBM/DB2 and Platinum Utilities. Rewrite Focus Reporting

Programs in COBOL II and DB2. Heavy data mining, cleaning and conversion to extract

12 months of Sales Item History and convert it to Load Files for the

ORACLE Sales Reporting Data Warehouse system. DB2 DBA work to

migrate from DB2 to an ORACLE Information Warehouse.

Environment: CICS, DB2, COBOL II, DB2 Utilities, ORACLE

DB2 DBA. APPLIED COMPUTER SERVICES (ACS), San Francisco, CA

4/94 TO 9/94

Provide Technical Database Maintenance and support for the Production and

Acceptance Test environments at CENTEX Telecommunications through

their service bureau.

Environment: CICS, DB2, COBOL II, DB2 Utilities

TECHNICAL PROJECT LEAD SOUTHERN PACIFIC, San Francisco, CA

7/92 TO 4/94

Analysis, Design, Code and Test major DB2 enhancements to a large and extremely

complex IMS/DB2 DB/DC Rate Structure System for the Railroad.

Participated in developing Southern Pacific's participation in a

National Rate EDI Network. Heavy data mining to extract and clean the Point to Point location keys for the SP IMS Rate data base.

Environment: CICS, DB2, COBOL II, DB2 Utilities

DB2 DBA CLOROX, Oakland, CA

7/92 TO 12/92

Project to migrate over five hundred tables from the METAPHOR Minicomputer environment to the mainframe DB2 system and create utilities and applications to support the METAPHOR System in the new environment so that the LAN was serviced in the same way as it was by the minicomputer. It was a huge data conversion effort from the mini-computer format to the DB2 format. Our team built all the tables, Image Copies UNLOAD, Backup and Recovery Utilities.

Environment: CICS, DB2, COBOL II, DB2 Utilities, ENDEVOR

SENIOR CONSULTANT KAISER PERMANENTE, Walnut Creek, CA

8/91 TO 7/92

Converted a 100 million Dollar volume per month Discrepancy Billing System from CICS/VSAM to CICS/DB2. Designed Table Architecture and Standard I/O Update Routines (APIs) as well as converting all the CICS and Batch Application Software to DB2.

Worked as both DBA and Application Consultant. Created Conversion jobs to clean and convert all the VSAM Billing Data to DB2 LOAD Files.

Environment: CICS, DB2, COBOL II, DB2 Utilities, Discrepancy Billing System

SENIOR ANALYST QRS/Formerly Peter R. Johnson PRJ&, Richmond, CA -

2/87 TO 8/91

DBA Maintained a Production DB2 System that supported a large EDI Network.

Converted a Large, complex Retail Information system from CICS/IMS to CICS/DB2

Participated in the entire conversion from the analysis and design

of the DB2 System to the code and testing of the Application Batch

and Online Programs.

Environment: CICS, DB2, COBOL II, DB2 Utilities, DB2 DBA

Profile

Which Boards would you like to apply for?

Measure D - Special Library Parcel Tax Committee: Submitted

Lisa

First Name

Read

Last Name

Middle Initial

[REDACTED]

Email Address

[REDACTED]

Street Address

Apt 4

Suite or Apt

San Rafael

City

CA

State

94901

Postal Code

1

Resident of the City of San Rafael for how many years?

Mobile: [REDACTED]

Primary Phone

Home:

Alternate Phone

Allied Universal Security
Services

Employer

Project Manager

Job Title

Business Address

Remote Position, HQ'd in Conshohocken, PA, and Santa Ana, CA.

Interests & Experiences

Do you participate in any civic activities?

N/A

List any civic organizations of which you are a member:

N/A

Education:

Bachelor of Business Administration, University of San Diego 2009

Why are you interested in serving on a board or commission?

I am interested in finding ways to be active in my community.

Describe possible areas in which you may have a conflict of interest with the City:

I am a volunteer at the City of San Rafael - I work the mail room in the afternoon once a week.

[Resume Lisa Read Aug 2018.pdf](#)

Upload a Resume

Lisa Read

San Rafael, CA 94901

EXPERIENCE

Allied Universal Security Services

Home-Based Office

National Accounts Project Manager

May 2013 – present

- Provides project and program direction and support to the Vice Presidents of National Accounts, as well as 45 clients with combined business needs of over 750,000 labor hours per week
- Builds budgets and develops forecasts for client-specific special projects and yearly contracts
- Manages building and implementation of KPI programs and tracking for national clients
- Efficiently manages and leads training of new technology for National Accounts leaders
- Develops, documents and standardizes processes on a regular basis, including a transition guide to onboard new clients
- Conducts independent research and self-teaches to become team's subject matter expert in new and unfamiliar products
- Serves on Compliance Governance Committee to develop Corporate project plan for high-level, as-needed projects
- Maintains strong, trusting relationships among all levels of internal and external clients

National Accounts Client Services Coordinator

Jun. 2011 – May 2013

- Provided support to internal and external customers for all issues related to billing and special projects
- Audited field-level invoices to ensure invoice accuracy and avoid enforced penalties
- Promoted to Project/Program Manager due to recognized excellence in consistently transforming management's visions and ideas into completed products

Applied Income Sciences, LLC

San Diego, CA

Portfolio Manager

Jun. 2010 – May 2011

- Strategized with network of 20 active collection agencies during weekly calls to gather performance updates, share solutions and determine new business objectives
- Streamlined management of collections software and drastically cut costs associated with back-end sales support by implementing off-shore administrative solutions
- Developed and refined a new servicing platform by identifying additional revenue centers and executed agreements to transition \$395 million of distressed assets into the new model

Investor Relations

Aug. 2009 – Jun. 2010

- Provided monthly updates on portfolio performance and key analytics to 20 investors and clients
- Orchestrated interactions between auditors, investors, administrators, law firms, and the company to successfully wind down distressed consumer debt fund, ensuring all goals were met
- Facilitated sale of \$150 million of distressed assets in exchange for cash, debt forgiveness and an equity investment

EDUCATION

University of San Diego

San Diego, CA

Bachelor of Business Administration, *cum laude*

Aug. 2005 – May 2009

VOLUNTEER WORK

City of San Rafael – San Rafael, CA

Jan. 2018 – present

- Weekly volunteer in the mail room

Beyond Differences – San Rafael, CA

Jan. 2018 – present

- As-needed preparation for events, check-in volunteer at annual gala

MedShare – San Leandro, CA

Apr. 2015 – Jan. 2017

- Sorts and prepares medical supplies such as dressings, sutures, and surgical tools for shipment to health care recipients abroad and for use in local clinics

Profile

Which Boards would you like to apply for?

Measure D - Special Library Parcel Tax Committee: Submitted

Kelly
First Name

Middle Initial

Stuart
Last Name

[REDACTED]
Email Address

[REDACTED]
Street Address

217 Picnic Ave
Suite or Apt

San Rafael
City

CA
State

94901
Postal Code

1
Resident of the City of San Rafael for how many years?

Home: [REDACTED]
Primary Phone

Home:
Alternate Phone

Center for the Collaborative Classroom
Employer

Chief Operating Officer
Job Title

Business Address

1001 Marina Village Parkway, Suite 110 Alameda, CA

Interests & Experiences

Do you participate in any civic activities?

Yes

List any civic organizations of which you are a member:

Political organizations AfterSchool programs

Education:

Doctoral degree in Educational Leadership, focus was in social justice

Why are you interested in serving on a board or commission?

I recently moved to San Rafael after 20 years in San Francisco. I am looking to be involved in helping my new community use the parcel tax for its intended use.

Describe possible areas in which you may have a conflict of interest with the City:

None.

[Stuart_2018.doc](#)
Upload a Resume

SUMMARY OF RELATED EXPERIENCE

Kelly Stuart is Chief Operating Officer for Center for the Collaborative Classroom, a nonprofit based in Oakland, CA. Kelly manages a team of 60 full time staff and 60 independent contractors to disseminate and implement literacy, science, and math programs to school and afterschool K-6 programs across the United States and Latin America. Kelly works with national organizations such as American Institutes for Research, WestEd, YMCA, Boys and Girls Club, National Writing Project, and others to partner on dissemination, research, and implementation.

EDUCATION

- 2012 Ed.D in Educational Leadership-Social Justice, San Francisco State University
- 2004 M.A., Education Administration, San Francisco State University
- 2004 Preliminary Administrative Credential, San Francisco State University
- 1997 Multiple Subject Teaching Credential, Simpson College
- 1996 B.S., Liberal Studies, University of the State of New York, Albany

PROFESSIONAL EXPERIENCE

- 2013- *Chief Operating Officer,*
present Center for the Collaborative Classroom (previously Developmental Studies Center), Oakland, CA

Leads high performing team to disseminate in school and afterschool programs used in 80,000 classrooms per year in the United States and Latin America in the areas of literacy, mathematics, and science.

- 2010- *Director of Dissemination*
2013 WestEd, San Francisco, CA

Led dissemination for Doing What Works (DWW) through collaborative partnerships with the U.S. Department of Education, American Institutes for Research, and RMC Research. Responsible for developing and implementing a wide range of dissemination strategies to promote the use of DWW resources. Led development and design of the School Turnaround Learning Community sponsored by the U.S. Department of Education as the primary communication tool for School Improvement

Grantees.

2006–
2010 *Assistant Director of Dissemination*
Developmental Studies Center, Oakland, CA

Responsibilities included overseeing \$5 million dollar grant to benefit over 65,000 low-income children across the U.S. in areas of literacy and mathematics. Presented at national and state conferences on topics such as reading comprehension, Response to Intervention (RtI), writing, and community building. Led dissemination efforts in Latin America with International Baccalaureate schools to bring research-based programs and professional development to teachers and administrators.

2003–
2006 *Director of Special Programs*
Success for All Foundation, Baltimore, MD

Coordinated development, dissemination, and marketing for a new set of supplemental programs focused on reading comprehension, leadership, phonics, schoolwide systems, and beginning reading. Led Leadership Academy sessions with principals in San Jose, Redwood City, and Salinas school districts over a two-year period focused on data, root cause analysis, and goal setting. Managed and led a team of 11 full-time consultants who delivered professional development to teachers and school administrators to implement research-based practices in the area of reading.

2001–
2003 *Area Manager*
Success for All Foundation, Baltimore, MD

Oversaw reform initiatives of Success for All in 120 schools in California and Hawaii. Focused on systemic change processes. Managed and led a team of professional developers/consultants in California and Hawaii. Taught team to interpret and analyze state level data.

2000–
2001 *Education Consultant*
Education Partners, San Francisco, CA

Facilitated goal-setting meetings with teachers and administrators to improve the implementation of Success for All in California, New Mexico, Colorado, Washington, and Oregon. Modeled classroom lessons for teachers to demonstrate cooperative learning, effective teaching, pacing, and classroom management. Acted as Special Education Resource Leader.

1997–
2000 *Elementary Teacher*
Big Springs Elementary, Big Springs, CA

Taught second grade and middle school students. Member of school site council. Coached basketball, volleyball, and cheerleading.

SELECTED PUBLICATIONS

Chi, B., Wierman, T., & Stuart, K. (2013). Examining Potential Effects of Afterschool KidzScience Curriculum and Professional Development Resources. American Educational Research Association, San Francisco, CA.

SELECTED PRESENTATIONS

Stuart, K. (2015) Best Practices in Writing: New York Department of Education Meeting, Bronx, NY

Stuart, K. (2013) *Common Core and Mathematics: Doing What Works*. Ohio Federal Programs Meeting, Columbus, OH

Stuart, K. (2013) *Common Core and Literacy: Doing What Works*. Ohio Federal Programs Meeting, Columbus, OH.

Stuart, K. (2012) *Afterschool and STEM*, Progressive Business Conferences, Malvern, PA.

Stuart, K. (2012) *Doing What Works and Fractions*. Learning Forward Summer Conference, Denver, CO.

Stuart, K. (2011) *Increased Learning Time: Beyond the School Day*. State Directors of Title I Annual Meeting, Washington, DC.

Stuart, K. (2010). *A system for developing word recognition in an RtI model*. St. Louis Suburban International Reading Association, St. Louis, MO.

Stuart, K. (2010). *Teaching vocabulary in a caring community*. New York Literacy Leadership Conference, New York, NY.

Stuart, K. (2009). *Teaching reading, writing, and vocabulary in a caring community*. Tri-Association of American Schools Conferences, Santo Domingo, Dominican Republic.

Stuart, K. (2009). *Reading comes to life afterschool*. National Afterschool Association Conference, New Orleans, LA.

Stuart, K. (2008). *Make science matter afterschool*. Twenty-first Century Learning Conference, Miami, FL.

Stuart, K. (2008). *Have a ball with books afterschool*. National Urban Alliance Conference, Birmingham, AL.

In the Council Chambers of the City of San Rafael, Tuesday, September 4, 2018 at 7:00 p.m.



Regular Meeting
San Rafael City Council
[How to participate PDF](#)

Minutes

Present: Mayor Phillips
Vice-Mayor Gamblin
Councilmember Bushey
Councilmember Colin
Councilmember McCullough

Absent: None

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL – 6:00 PM

1. Mayor Phillips announced the Closed Session item.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM, CITY HALL - 6:00 PM

2. Closed Session:
 - a. Conference with Labor Negotiators
Government Code Section 54957.6
Lead Negotiator: Timothy L. Davis (Burke, Williams & Sorensen)
Agency Designated Representatives: Jim Schutz, Cristine Alilovich, Lauren Monson, Nadine Hade, Christopher Gray, Diana Bishop
Employee Organizations: San Rafael Police Association; San Rafael Firefighters' Association; San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers' Association

[City Attorney Robert Epstein announced that no reportable action was taken](#)

OPEN TIME FOR PUBLIC EXPRESSION - 7:00 PM

- [None.](#)

CITY MANAGER'S REPORT:

3. City Manager's Report
 - [City Manager Jim Schutz reported on:](#)
 - [Marinwood Fire Chief services;](#)
 - [San Rafael Pacifics' Championship](#)

- Mayor Phillips

CONSENT CALENDAR:

4. Consent Calendar Items:

Mayor Phillips held item 4.b for comment

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

Councilmember McCullough moved and Councilmember Bushey seconded to approve Consent Calendar Items:

- a. **Approval of Minutes**
Approval of Minutes of City Council / Successor Agency Regular Meetings of August 6, 2018 and August 20, 2018 (CC)
[Regular Minutes 08-06-2018](#)
[Regular Minutes 08-20-2018](#)

Minutes approved as submitted

- c. **Conflict of Interest Code Update**
Resolution Repealing Resolution No. 14188, Re-Adopting the FPPC Model Conflict of Interest Code as the City's Conflict of Interest Code, and Adopting a Revised List of Designated Employee Positions and Disclosure Categories, to Be Incorporated into the City's Conflict of Interest Code (CC)
[Conflict of Interest Code Update](#)

RESOLUTION 14566 - RESOLUTION REPEALING RESOLUTION NO. 14188, RE-ADOPTING THE FPPC MODEL CONFLICT OF INTEREST CODE AS THE CITY'S CONFLICT OF INTEREST CODE, AND ADOPTING A REVISED LIST OF DESIGNATED EMPLOYEE POSITIONS AND DISCLOSURE CATEGORIES, TO BE INCORPORATED INTO THE CITY'S CONFLICT OF INTEREST CODE

- d. **Cheryl Lentini Resolution of Appreciation**
Resolution of Appreciation for Cheryl Lentini for Eight Years of Service on the Design Review Board (CD)

RESOLUTION 14567 - RESOLUTION OF APPRECIATION FOR CHERYL LENTINI FOR EIGHT YEARS OF SERVICE ON THE DESIGN REVIEW BOARD

- e. **West End Neighborhood Association Annual Picnic Road Closure**
Resolution Authorizing Street Closure for the West End Neighborhood Annual Picnic on Sunday, September 16, 2018, on Neame Avenue from Santa Margarita Avenue to West Crescent Drive, From 8 A.M. to 6 P.M. (CS)

[WENA Annual Picnic Road Closure](#)

RESOLUTION 14568 - RESOLUTION AUTHORIZING STREET CLOSURE FOR THE WEST END NEIGHBORHOOD ANNUAL PICNIC ON SUNDAY, SEPTEMBER 16, 2018, ON NEAME AVENUE FROM SANTA MARGARITA AVENUE TO WEST CRESCENT DRIVE, FROM 8 A.M. TO 6 P.M.

- f. **Downtown Business Improvement District Advisory Board Members**
Resolution Appointing Business Improvement District (BID) Advisory Board Members (ED)
[Downtown BID Advisory Board Members](#)

RESOLUTION 14569 - RESOLUTION APPOINTING BUSINESS IMPROVEMENT DISTRICT (BID) ADVISORY BOARD MEMBERS

- g. **National Preparedness Month**
Resolution in Support of National Preparedness Month (FD)
[National Preparedness Month](#)

RESOLUTION 14570 - RESOLUTION IN SUPPORT OF NATIONAL PREPAREDNESS MONTH

- h. **General Fund Update and City-Wide Budget Amendments**
Resolution Adopting Amendments to the City of San Rafael Budget for Fiscal Year 2017-2018 for the Purpose of Confirming Authorized Appropriations and Transfers (FIN)
[General Fund Update and City-Wide Budget Amendments](#)

ACCEPTED REPORT AND ADOPTED RESOLUTION 14571 - RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2017-2018 CITY-WIDE BUDGET FOR THE PURPOSE OF CONFIRMING AUTHORIZED APPROPRIATIONS AND TRANSFERS

- i. **Office of Traffic Safety Grant Approval**
Resolution Approving Use of State of California Office of Traffic Safety Grant Funds in the Amount of \$175,000 for the "Selective Traffic Enforcement Program" ("Step") Grant from October 1, 2018 through September 30, 2019, and Authorizing the City Manager to Execute a Grant Agreement and Any Other Documents Related to the Grant (PD)
[Traffic Safety Grant Funding](#)

RESOLUTION 14572 - RESOLUTION APPROVING USE OF STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT FUNDS IN THE AMOUNT OF \$175,000 FOR THE "SELECTIVE TRAFFIC ENFORCEMENT PROGRAM" ("STEP") GRANT FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THE GRANT

- j. **Caltrans Local Procedures**
Resolution Adopting Chapter 10 of the Caltrans Local Assistance Procedures Manual, Entitled "Consultant Selection", as the Process by which the City Retains Architectural and Engineering Consultant Services Related to Federal and State Funded Transportation Projects (PW)
[Caltrans Local Procedures](#)

RESOLUTION 14573 - RESOLUTION ADOPTING CHAPTER 10 OF THE CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL, ENTITLED "CONSULTANT SELECTION", AS THE PROCESS BY WHICH THE CITY RETAINS ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES RELATED TO FEDERAL AND STATE FUNDED TRANSPORTATION PROJECTS

- k. **2017 Storm Damage Repair - #70 Irwin Street**
Resolution Awarding and Authorizing the City Manager to Execute a \$1,129,369 Construction Agreement to Valentine Corporation, and Authorizing a Total Appropriated Amount of \$1,245,000, for the Repair of 2017 Storm Damage at #70 Irwin Street, Qualifying for FEMA Reimbursement for All but \$77,813 in Local Matching Funds (PW)
[2017 Storm Damage Repair - #70 Irwin Street](#)

RESOLUTION 14574 - RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A \$1,129,369 CONSTRUCTION AGREEMENT TO VALENTINE CORPORATION, AND AUTHORIZING A TOTAL APPROPRIATED AMOUNT OF \$1,245,000, FOR THE REPAIR OF 2017 STORM DAMAGE AT #70 IRWIN STREET, QUALIFYING FOR FEMA REIMBURSEMENT FOR ALL BUT \$77,813 IN LOCAL MATCHING FUNDS

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

The following item was removed from the Consent Calendar:

- b. **ADA Access Advisory Committee Vacancies**
Call for Applications to Fill Four, Four-Year Terms on the San Rafael ADA Access Advisory Committee, to the End of October 2022, Due to the Expiration of Terms of Frederic Divine, Gladys Gilliland, Eric Holm and Rob Simon (CC)
[ADA Access Advisory Committee Vacancies](#)

[Mayor Phillips](#)

[Councilmember McCullough / Mayor Phillips](#)

[Mayor Phillips invited public comment; however, there was none.](#)

[Councilmember McCullough moved and Councilmember Bushey seconded to approve staff recommendation](#)

Approved staff recommendation

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

SPECIAL PRESENTATIONS:

5. Special Presentations:

- a. **Presentation of Resolution of Appreciation to Cheryl Lentini for Eight Years of Service on the Design Review Board**

Mayor Phillips presented the Resolution of Appreciation to Cheryl Lentini

Cheryl Lentini

- b. **Presentation of Resolution Supporting National Preparedness Month**

Mayor Phillips presented the Resolution of Support to Quinn Gardner, Emergency Management Coordinator

Quinn Gardner

Mayor Phillips

OTHER AGENDA ITEMS:

6. Other Agenda Items:

- a. **Transit Center Update
Informational Update from Golden Gate Bridge, Highway and Transportation District
Regarding the New Downtown San Rafael Transit Center (PW)**

[Transit Center Update](#)

[Transit Center Update Presentation](#)

Mayor Phillips

Bill Guerin, Public Works Director, introduced Adam Dankberg, Kimley-Horn, who presented the staff report

Mayor Phillips

Adam Dankberg

Mayor Phillips

Mayor Phillips / City Manager Jim Schutz

Mayor Phillips

Councilmember Colin / Adam Dankberg

Councilmember Colin

Councilmember McCullough / Adam Dankberg

Councilmember McCullough / Adam Dankberg

Councilmember McCullough / Adam Dankberg

Mayor Phillips

Mayor Phillips invited public comment

Cynthia Landecker, San Rafael Heritage

Justin Barnette

San Rafael business owner

David Shonebrun

Leslie Simmons

Richard Bernstein, Federation of San Rafael Neighborhoods

Mayor Phillips

Bill Carney, Sustainable San Rafael

There being no further comment from the audience, Mayor Phillips closed the public comment period

Mayor Phillips / Adam Dankberg

Mayor Phillips / Adam Dankberg

Mayor Phillips

Councilmember Gamblin / Adam Dankberg

Councilmember Gamblin / Dennis Mulligan, Golden Gate Bridge Highway and Transportation District General Manager

Councilmember Gamblin / Dennis Mulligan

Councilmember McCullough / Dennis Mulligan

Mayor Phillips / Dennis Mulligan

Mayor Phillips

Councilmember Bushey

City Manager Jim Schutz / Adam Dankberg

Mayor Phillips / Adam Dankberg

Mayor Phillips

Councilmember Bushey moved and Councilmember Colin seconded to accept the report

ACCEPTED REPORT

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips

NOES: Councilmembers: None

ABSENT: Councilmembers: None

PUBLIC HEARINGS:

7. Public Hearings:

- a. **Appeal of Approved 88-Bed Assisted Living Facility (800 Mission Avenue) Resolution Denying an Appeal (AP18-002) and Upholding the Planning Commission's July 10, 2018 Conditional Approval of a Use Permit (UP17-030) and an Environmental and Design Review Permit (ED17-090) to Allow the Construction of a New, 88-Bed, Assisted Living Facility with Garage Parking Spaces and Associated Site Improvements (Grading, Drainage and Landscaping) on Two Vacant Downtown Lots Located at 800 Mission Ave. (Formerly 1203 and 1211 Lincoln Ave.; APNs: 011-184-08 & -09) (CD)**
[Appeal of Approved 88-Bed Assisted Living Facility - 800 Mission Avenue](#)
[Correspondence for 800 Mission Avenue](#)
[800 Mission Avenue Presentation](#)

Paul Jensen, Community Development Director, introduced Senior Planner Steve Stafford who would present the staff report

Mayor Phillips

Councilmember McCullough / Steve Stafford / City Attorney Robert Epstein

Mayor Phillips invited the appellant and applicant to present

Brandy Wilson, Appellant

Mayor Phillips

Tom Monahan, on behalf of the Applicant

Walter Brown, Aegis Living

Tom Monahan

Mayor Phillips invited public comment

James Wilson, 820 Mission Condo Unit Homeowners Association Vice President

Jill Seida, 820 Mission Condo Unit Homeowners Association Treasurer

George Huff

Hayndon Garl

Jack Fritz

David Shonebraun

John Reynolds

Sparky Spaeth, Age-Friendly San Rafael

Margie Cuitti

Linda Jackson, Aging Action Initiative

Frank Pereira

Sondra Van Metre

Jack Bazler

Dr. Robert Eyler, Marin Economic Forum

Mike Van Meter

Bruce Carlson

Lee Ann Wise

Bill Dipman

Stephanie Plante

Kay Karchevski, President of San Rafael Hill Neighborhood Association

There being no further comment from the audience, Mayor Phillips closed the public comment period

Mayor Phillips / Paul Jensen

Mayor Phillips

Councilmember Colin / Paul Jensen

Councilmember Colin

Councilmember Bushey

Councilmember Gamblin

Councilmember McCullough

Mayor Phillips

Councilmember McCullough moved and Councilmember Colin seconded to adopt the Resolution

RESOLUTION 14575 - RESOLUTION DENYING AN APPEAL (AP18-002) AND UPHOLDING THE PLANNING COMMISSION'S JULY 10, 2018 CONDITIONAL APPROVAL OF A USE PERMIT (UP17-030) AND AN ENVIRONMENTAL AND DESIGN REVIEW PERMIT (ED17-090) TO ALLOW THE CONSTRUCTION OF A NEW, 88-BED, ASSISTED LIVING FACILITY WITH GARAGE PARKING SPACES AND ASSOCIATED SITE IMPROVEMENTS (GRADING, DRAINAGE AND LANDSCAPING) ON TWO VACANT DOWNTOWN LOTS LOCATED AT 800 MISSION AVE. (FORMERLY 1203 AND 1211 LINCOLN AVE.; APN'S: 011-184-08 & -09)

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

OTHER AGENDA ITEMS (continued):

8. Other Agenda Items:

- a. **San Rafael Police Association Memorandum of Understanding Resolution Establishing the Memorandum of Understanding Between the City and San Rafael Police Association Pertaining to Compensation and Working Conditions (July 1, 2018 through June 30, 2020) (HR)**
[San Rafael Police Association MOU](#)

Cristine Alilovich, Assistant City Manager, presented the staff report

Mayor Phillips

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

Councilmember Colin moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14576 - RESOLUTION ESTABLISHING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL POLICE ASSOCIATION PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2018 THROUGH JUNE 30, 2020)

AYES: Councilmembers: Bushey, Colin, Gamblin & Mayor Phillips
NOES: Councilmembers: McCullough
ABSENT: Councilmembers: None

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

9. Councilmember Reports:
o None.

SAN RAFAEL SUCCESSOR AGENCY

1. Consent Calendar: - None.

ADJOURNMENT:

Mayor Phillips adjourned the City Council meeting.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2018

GARY O. PHILLIPS, Mayor

In the Council Chambers of the City of San Rafael, Monday, September 17, 2018 at 7:00 p.m.



Regular Meeting

San Rafael City Council

Minutes

Present: Mayor Phillips
Vice-Mayor Gamblin
Councilmember Bushey
Councilmember Colin
Councilmember McCullough

Absent: None

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

OPEN SESSION - COUNCIL CHAMBERS, CITY HALL

1. None.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM, CITY HALL

2. None.

OPEN TIME FOR PUBLIC EXPRESSION - 7:00 PM

- Lori Schifrin addressed the City Council regarding PG&E
- Councilmember Bushey

CITY MANAGER'S REPORT:

3. City Manager's Report

- City Manager Jim Schutz:
 - Announced General Plan 2040 workshops on October 3 at 7:00 p.m. at the San Rafael Community Center, October 17th at 7:00 p.m. at the Terra Linda Community Center, and on October 27th from 10:00 to noon at the Albert Boro Community Center; and
 - Reported on 5G technology small cells & wireless telecommunications facilities.
- Mayor Phillips

CONSENT CALENDAR:

4. Consent Calendar Items:

Items 4.c, 4.h, and 4.i held from the consent calendar for comment

Mayor Phillips invited public comment; however, there was none

Councilmember Colin moved and Councilmember McCullough seconded to approve the remainder of the Consent Calendar items:

- a. **Bicycle & Pedestrian Advisory Committee Vacancy**
Call for Applications to Fill One Unexpired Four-Year Term on the San Rafael Bicycle and Pedestrian Advisory Committee, to the End of November 2019 Due to the Resignation of Joakim Osthus (CC)
[Bicycle and Pedestrian Advisory Committee Vacancy](#)

APPROVED STAFF RECOMMENDATION

- b. **Delegation of Authority to Accept Grants of Real Property**
Resolution Authorizing the Mayor and City Manager to Accept Grants of Interests in Real Property on Behalf of the City of San Rafael (CA)
[Delegation of Authority to Accept Grants of Real Property](#)

RESOLUTION 14577 - RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ACCEPT GRANTS OF INTERESTS IN REAL PROPERTY ON BEHALF OF THE CITY OF SAN RAFAEL

- d. **Environmental Consultant Services Agreement**
Resolution Authorizing the City Manager to Execute an Agreement for Professional Services with Amy Skewes-Cox for Environmental Consulting Services for the BioMarin & Whistlestop/Eden Housing Project at 999 Third Street (CD)
[Environmental Consultant Services Agreement](#)

RESOLUTION 14578 - RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH AMY SKEWES-COX FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE BIOMARIN & WHISTLESTOP/EDEN HOUSING PROJECT AT 999 THIRD STREET

- e. **Ralph Pata Resolution of Appreciation**
Resolution of Appreciation for Police Lieutenant Ralph Pata, Retiring After 34 Years of Service (PD)

RESOLUTION 14579 - RESOLUTION OF APPRECIATION FOR POLICE LIEUTENANT RALPH PATA, RETIRING AFTER 34 YEARS OF SERVICE

- f. **Hunter Young Resolution of Appreciation**
Resolution of Appreciation for Hunter Young, Senior Civil Engineer, Employee of the Second Quarter, 2018 (PW)

RESOLUTION 14580 - RESOLUTION OF APPRECIATION FOR HUNTER YOUNG, SENIOR CIVIL ENGINEER, EMPLOYEE OF THE SECOND QUARTER, 2018

- g. **Francisco Blvd. West Multi-Use Path Funding Request**
Resolution Requesting the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2018-19 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding (PW)
[Francisco Blvd. West Multi-Use Path Funding Request](#)

RESOLUTION 14581- RESOLUTION REQUESTING THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2018-19 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

- c. **Porchfest Event Road Closure**
Resolution Authorizing Temporary Closure of Portions of City Streets for the San Rafael Porchfest on Sunday, September 23, 2018 from 10:00am to 6:00pm (CS)
[Porchfest Event Road Closure](#)

Mayor Phillips

Mayor Phillips invited public comment

Gina Silvestri, Gerstle Park Neighborhood Association President

Mayor Phillips

Tom Oblatz

Mayor Phillips

There being no further comment from the audience, Mayor Phillips closed the public comment period

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14582 -RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF CITY STREETS FOR THE SAN RAFAEL PORCHFEST ON SUNDAY, SEPTEMBER 23, 2018 FROM 10:00AM TO 6:00PM

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

- h. **FY 2018-19 Fleet Vehicle Purchases: Police and Fire Departments**
Resolution Authorizing the City Manager to Purchase Five Fleet Vehicles for the Police and Fire Departments for a Not-to-Exceed Amount of \$298,000 (PW)
[FY 2018-19 Fleet Vehicle Purchases](#)

Councilmember Colin

Bill Guerin, Public Works Director

Mayor Phillips invited public comment; however, there was none

Mayor Phillips

Councilmember Colin moved and Councilmember McCullough seconded to adopt the Resolution

RESOLUTION 14583 - RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE FIVE FLEET VEHICLES FOR THE POLICE AND FIRE DEPARTMENTS FOR A NOT-TO-EXCEED AMOUNT OF \$298,000

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

- i. **Albert Park Play Area Improvements Project**
Resolution Awarding and Authorizing the City Manager to Execute a \$598,020 Construction Contract to M3 Integrated Services, Inc. and Authorizing a Total Appropriated Amount of \$614,300 for the Albert Park Play Area Improvements Project, Project No.11299 (PW)
[Albert Park Play Area Improvements Project](#)

[Mayor Phillips](#)

[Mayor Phillips invited public comment](#)

[Samantha Sargent](#)

[There being no further comment from the audience, Mayor Phillips closed the public comment period](#)

[Councilmember McCullough](#)

[Councilmember Colin moved and Councilmember Bushey seconded to adopt the Resolution](#)

RESOLUTION 14584 - RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A \$598,020 CONSTRUCTION CONTRACT TO M3 INTEGRATED SERVICES, INC. AND AUTHORIZING A TOTAL APPROPRIATED AMOUNT OF \$614,300 FOR THE ALBERT PARK PLAY AREA IMPROVEMENTS PROJECT, PROJECT NO. 11299

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

SPECIAL PRESENTATIONS:

5. **Special Presentations:**
- a. **Presentation of Resolution of Appreciation to Police Lieutenant Ralph Pata, Retiring After 34 Years of Service**
- [Mayor Phillips presented the resolution of appreciation to Ralph Pata](#)
- [Ralph Pata](#)
- b. **Presentation of Resolution of Appreciation to Hunter Young, Senior Civil Engineer, Employee of the Second Quarter, 2018**

Mayor Phillips presented the resolution of appreciation to Hunter Young

Hunter Young

Mayor Phillips

PUBLIC HEARINGS:

6. Public Hearings:

- a. **1650 Los Gamos Road - Kaiser-Permanente Office Building**
Consideration of Proposed Conversion of an Existing Administrative/General Office Building at 1650 Los Gamos Road to Medical Office Uses, and Construction of New 433-space, three-Level, Parking Structure, Through Approval of Two Ordinances Rezoning Existing PD District, and Resolutions: 1) Certifying Final Environmental Impact Report; 2) Adopting Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; and 3) Approving a Use Permit, Environmental and Design Review Permit, and Sign Program Amendment (CD)

[1650 Los Gamos Road - Kaiser Permanente Office Building Staff Report Addendum-Public comments and staff responses](#)

Raffi Boloyan, Planning Manager, introduced Sean Kennings who assisted in the presentation of the staff report

Sean Kennings

Raffi Boloyan recommended amendments to resolutions:

- Attachment 1: Recommended an amendment to add recital to clarify two minor corrections;
- Attachment 2: Recommended an amendment to finding 4.a Greenhouse Gas (GHG) Emissions Impact; and
- Attachment 5: Recommended an amendment to remove the Fair Share requirement

Mayor Phillips / Raffi Boloyan

Councilmember McCullough / Raffi Boloyan

Pat Kendall, Medical Group Administrator for Kaiser Terra Linda

Mayor Phillips / Pat

Lee Ann Wise, Director of Pediatrics & Allergy, Kaiser Permanente

Elliot Levin

Mayor Phillips

Tyler Nielsen

Dan Maloney

Cecile Nielsen

Rudolph Brady, Terra Linda Homeowners' Association President

Laura Studly

There being no further comment from the audience, Mayor Phillips closed the public hearing

Councilmember McCullough / City Attorney Robert Epstein

Councilmember McCullough

Councilmember Bushey

Mayor Phillips

City Attorney Robert Epstein

Mayor Phillips

Councilmember Colin / Raffi Boloyan

Councilmember Colin / Raffi Boloyan

Councilmember Colin / Raffi Boloyan

Skylar Bennington, Applicant

Councilmember McCullough

Mayor Phillips

Councilmember Colin

Mayor Phillips

Councilmember McCullough / City Attorney Robert Epstein

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14585 - RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) (SCH #2017062019) PREPARED FOR THE 1650 LOS GAMOS MEDICAL OFFICE BUILDING PROJECT TO ALLOW THE CONVERSION OF AN EXISTING GENERAL OFFICE BUILDING TO MEDICAL OFFICE USES AND CONSTRUCTION OF A NEW, 433-SPACE, THREE-LEVEL PARKING STRUCTURE (APNS: 165-220-12 and 165-220-13)

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14586 - RESOLUTION 1) ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS OF FACT, 2) ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND 3) APPROVING THE MITIGATION MONITORING PROGRAM (MMRP) FOR THE KAISER PERMANENTE 1650 LOS GAMOS MEDICAL OFFICE BUILDING PROJECT TO ALLOW THE CONVERSION OF AN EXISTING OFFICE BUILDING TO MEDICAL OFFICE USES AND CONSTRUCTION OF A NEW 433-SPACE PARKING STRUCTURE ON THE WESTERN PARCEL 1650 LOS GAMOS DRIVE KAISER (MEDICAL OFFICES) APNs: 165-220-12 & 165-220-13)

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember McCullough moved and Councilmember Bushey seconded to dispense with the reading of the ordinance in its entirety and refer to it by title only, and pass Charter Ordinance No. 1962:

ORDINANCE NO. 1962 -AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT (PD-1590) ZONING TO: 1) SEPARATE 1650 LOS GAMOS DRIVE FROM EXISTING PD-1590 AND 2) CREATE A NEW PD ZONING DISTRICT FOR 1650 LOS GAMOS DRIVE WITH LAND USE REGULATIONS AND DEVELOPMENT STANDARDS TO ALLOW MEDICAL OFFICE USE IN ADDITION TO GENERAL OFFICE USES (KAISER MEDICAL OFFICE BUILDING AT 1650 LOS GAMOS DR - APN's 165-220-12 &13)

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember McCullough moved and Councilmember Bushey seconded to dispense with the reading of the ordinance in its entirety and refer to it by title only, and pass Charter Ordinance No. 1963

ORDINANCE NO. 1963 - AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING A CITY-INITIATED REZONING OF AN EXISTING PLANNED DEVELOPMENT (PD-1590) DISTRICT FOR 1600 LOS GAMOS DRIVE TO REMOVE REFERENCES TO THE 1650 LOS GAMOS DRIVE PROPERTY FROM THE PD DISTRICT TEXT, FOLLOWING REZONING OF THAT PROPERTY INTO A SEPARATE PD DISTRICT BY SEPARATE ACTION. (1600 LOS GAMOS DR - MARIN COMMONS - APN's: 165-220-10 &11)

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember McCullough moved and Councilmember Bushey seconded to adopt the Resolution

RESOLUTION 14587 - RESOLUTION APPROVING A MASTER USE PERMIT (UP17-005), ENVIRONMENTAL AND DESIGN REVIEW PERMIT (ED17-011), AND A SIGN PROGRAM AMENDMENT (SP17-002) TO ALLOW THE CONVERSION OF AN EXISTING OFFICE BUILDING TO MEDICAL OFFICE USES AND CONSTRUCTION OF A NEW 433-SPACE PARKING STRUCTURE ON THE WESTERN PARCEL OF 1650 LOS GAMOS DRIVE FOR THE KAISER

PERMANENTE MEDICAL OFFICE BUILDING PROJECT AT 1650 LOS GAMOS DR (APNs: 165-220-12 & 165-220-13)

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

OTHER AGENDA ITEMS:

7. Other Agenda Items:

- a. **San Rafael Firefighters' Association Memorandum of Understanding Discussion and Consideration of a Memorandum of Understanding Pertaining to Compensation and Working Conditions for San Rafael Firefighters' Association (SRFA) (July 1, 2018 Through June 30, 2020) (HR)**

[San Rafael Firefighters' Association Memorandum of Understanding](#)

City Manager Jim Schutz introduced Sylvia Gonzalez, Human Resources Coordinator who presented the staff report

Sylvia Gonzalez

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

Councilmember Bushey moved and Councilmember Colin seconded to direct staff to return with a resolution adopting the memorandum of understanding

DIRECTED STAFF TO RETURN WITH RESOLUTION ADOPTING MOU

AYES: Councilmembers: Bushey, Colin, Gamblin & Mayor Phillips
NOES: Councilmembers: McCullough
ABSENT: Councilmembers: None

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

8. Councilmember Reports:

- Mayor Phillips reported:
 - Met with business owners in downtown San Rafael and addressed their concerns; and
 - Met with BioMarin representatives regarding Whistlestop

SAN RAFAEL SUCCESSOR AGENCY:

- 1. Consent Calendar: - None.**

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 8:37 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2018

GARY O. PHILLIPS, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: _____

TOPIC: BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE VACANCIES

SUBJECT: CALL FOR APPLICATIONS TO FILL FOUR FOUR-YEAR TERMS AND ONE FOUR-YEAR ALTERNATE TERM ON THE SAN RAFAEL BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE, TO THE END OF NOVEMBER 2022 DUE TO THE EXPIRATION OF TERMS OF TIM GILBERT, KATE POWERS, KEVIN HAGERTY, DANIEL "DJ" ALLISON AND ALTERNATE MEMBER GERALD BELLETTO

RECOMMENDATION:

It is recommended that the City Council approve the following:

1. Call for applications to fill four four-year terms and one four-year alternate term on the San Rafael Bicycle and Pedestrian Advisory Committee to the end of November 2022;
2. Set deadline for receipt of applications for Tuesday, October 23, 2018 at 5:00 p.m. in the City Clerk's Office, Room 209, City Hall; and
3. Set date for interviews of applicants at a special City Council meeting to be held on a date to be determined.

BACKGROUND:

The Bicycle and Pedestrian Advisory Committee (BPAC) consists of seven members, two alternate members, and two youth members who advise and support the goals and objectives of the City of San Rafael as they relate to bicycle and pedestrian matters. Committee members contribute their experience and expertise with specialized initiatives, such as reducing the City's carbon footprint, improving the bicycle and pedestrian environment in San Rafael, and advising staff on projects which impact pedestrian and bicycle activity. The goal of BPAC is to promote bicycling and walking as viable means of transportation throughout San Rafael, to provide conceptual input on public bicycle and pedestrian infrastructure projects, and to support the implementation of the City's Bicycle and Pedestrian Master Plan. [Meetings](#) are held on the first Wednesday of every other month at 6:00 p.m. at San Rafael City Hall.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

In February 2014, the City Council adopted [Resolution 13681](#) limiting Bicycle and Pedestrian Advisory Committee members to two consecutive four-year terms. Applications may be submitted [online](#) and are also available in hard copy format at the City Clerk's Office.

ANALYSIS:

The terms of Tim Gilbert, Kate Powers, Kevin Hagerty, Daniel "DJ" Allison, and alternate member Gerald Belletto are set to expire at the end of November 2018. Eligibility to serve on BPAC includes residency or work in San Rafael. By approving this item, staff will be able to release a Call for Applications for eligible and interested community members to apply. Once applications are received and reviewed, the City Clerk's Office will schedule a special City Council meeting where the City Council will interview candidates and make a selection to appoint the candidate to BPAC.

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

RECOMMENDED ACTION: It is recommended that the City Council approve the following:

1. Call for applications to fill four four-year terms and one four-year alternate term on the San Rafael Bicycle and Pedestrian Advisory Committee to the end of November 2022;
2. Set deadline for receipt of applications for Tuesday, October 23, 2018 at 5:00 p.m. in the City Clerk's Office, Room 209, City Hall; and
3. Set date for interviews of applicants at a special City Council meeting to be held on a date to be determined.

ATTACHMENTS:

1. Application materials

Five Vacancies

Bicycle and Pedestrian Advisory Committee

Applications to serve on the Bicycle and Pedestrian Advisory Committee to fill four four-year terms and one four-year alternate term to the end of November 2022, may be obtained online at <https://www.cityofsanrafael.org/boards-commissions/> and may be completed and submitted electronically. Hard copies of the application are also available online and in the City Clerk's Office.

Deadline for filing applications: **Tuesday, October 23, 2018 at 5:00 p.m.**

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

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

The Bicycle and Pedestrian Advisory Committee meets on the first Wednesday of every other month in the 3rd floor conference room at City Hall, San Rafael. These meetings shall comply with all provisions of the Brown Act.

Interviews of applicants will be scheduled on a date to be determined.

San Rafael City Council Resolution No. 10318, adopted October 5, 1998, outlines the powers and duties of committee members, etc.

Lindsay Lara
City Clerk
City of San Rafael

Dated: October 2, 2018

**CITY OF SAN RAFAEL
APPLICATION TO SERVE AS MEMBER OF
BICYCLE & PEDESTRIAN ADVISORY COMMITTEE**

NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

RESIDENT OF THE CITY OF SAN RAFAEL FOR _____ YEARS

PRESENT POSITION: _____

NAME OF FIRM: _____

BUSINESS ADDRESS: _____

*HOME & BUSINESS PHONE: _____

*E-MAIL ADDRESS: _____

EDUCATION: _____

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: _____

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: _____

MY REASONS FOR WANTING TO SERVE ARE: _____

DESCRIBE POSSIBLE AREAS IN WHICH YOU MAY HAVE A CONFLICT OF INTEREST WITH THE CITY: _____

DATE: _____

SIGNATURE: _____

Filing Deadline:
Date: Tuesday, October 23, 2018
Time: 5:00 p.m.

Mail or deliver to: City of San Rafael, Dept. of City Clerk
City Hall, 1400 Fifth Avenue, Room 209
P.O. Box 151560, San Rafael, CA 94915

*Information kept confidential, to the extent permitted by law.

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

PURPOSE

The Bicycle and Pedestrian Advisory Committee meets twice a year to review the City's progress in implementing the San Rafael Bicycle and Pedestrian Master Plan and other related issues as directed by the City Council. The Committee will also promote public involvement and support for bicycling and walking as viable alternatives to driving.

QUALIFICATIONS

All members of the Bicycle and Pedestrian Advisory Committee must be individuals with a strong interest and enthusiasm for planning and improving bicycle and pedestrian facilities.

The Advisory Committee shall consist of seven (7) members. Members of the Committee may either be:

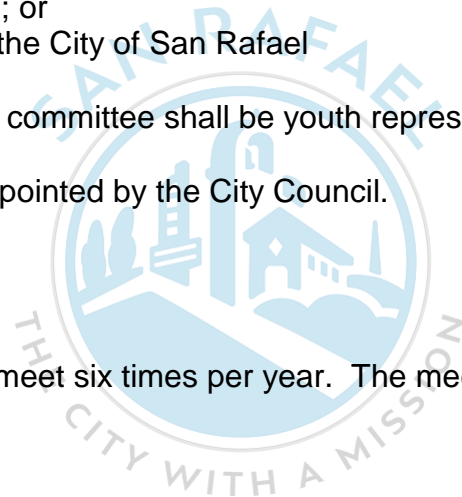
Residents of San Rafael; or
Business owners within the City of San Rafael

Two additional members of the committee shall be youth representatives.

Committee members will be appointed by the City Council.

TIME COMMITMENT

The Advisory Committee shall meet six times per year. The meetings shall comply with all provisions of the Brown Act.



NOTICE TO BOARD & COMMISSION APPLICANTS

REGARDING ETHICS TRAINING

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

Ethics training can be accomplished by taking a 2-hour class or self-study. Currently, only "in-person" classes are available. Self-study classes are being developed and should be available in the next several months. You may seek reimbursement for taking any authorized ethics class. The city staff member that is assigned to your committee can help you with the reimbursement process.

After you have completed the ethics class, a copy of your certificate needs to be given to the City Clerk for our files.

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

Chapter 700, Statutes of 2005

This law does the following:

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

ORDINANCE NO. 1962

AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT (PD-1590) ZONING TO: 1) SEPARATE 1650 LOS GAMOS DRIVE FROM EXISTING PD-1590 AND 2) CREATE A NEW PD ZONING DISTRICT FOR 1650 LOS GAMOS DRIVE WITH LAND USE REGULATIONS AND DEVELOPMENT STANDARDS TO ALLOW MEDICAL OFFICE USE IN ADDITION TO GENERAL OFFICE USES (KAISER MEDICAL OFFICE BUILDING AT 1650 LOS GAMOS DR - APN's 165-220-12 &13)

WHEREAS, in 1972, the City of San Rafael adopted an Administrative Professional / Planned Unit Development Administrative Professional District (AP and PUD-AP District) establishing Lucas Green I for the 1600 Los Gamos Drive property. The 38.4-acre Lucas Green Master Plan was adopted to permit development of general office, administrative office, a computer center and associated parking and related uses for the specific parcels within the Plan Area.

WHEREAS, in 1979, the overlaying zoning district was amended (to PD-1350 District) to allow the construction of Lucas Green II at 1650 Los Gamos Drive with the condition requiring a Transportation Service Management (TSM) Plan. The PD District change was approved to allow two office buildings: a 340,000 sq. ft. computer center, and a 150,000 sq. ft. computer and office building with 1,296 parking spaces. In 1990, PD-1350 was further amended (to PD-1590) to include the TSM as a requirement; and

WHEREAS, On February 21, 2017, Kaiser Foundation Health Plan (Kaiser or Kaiser Permanente) submitted project applications to the City of San Rafael Community Development Department for a Use Permit (UP17-005), an Environmental and Design Review Permit (ED17-001), a Zone Change (ZC17-001) to amend the existing Planned Development (PD)-1590 District for the Marin Commons, and a Sign Program Amendment (SP17-002) for the conversion of an existing approximately 148,000-square-foot office building to medical office uses and the construction of an up to 511-space parking structure (Project) on the western parcel of a 11.2-acre property at 1650 Los Gamos Drive; and

WHEREAS, Kaiser Permanente's application for the PD rezoning proposes to sever the 1650 Los Gamos Drive property from the larger PD-1590 Zoning District that encompasses both the 1600 Los Gamos Drive and 1650 Los Gamos Drive properties, and create a new separate PD Zoning District for the 1650 Los Gamos Drive property only that would allow for medical office use, in addition to general office and other ancillary uses; and

WHEREAS, a proposed PD zoning for Kaiser Permanente (Development Plan) is presented in attached Exhibit B, incorporated herein by reference. The PD zone proposes to:

- a. Sever 1650 Los Gamos Drive from existing PD-1590;
- b. Create a new PD Zoning District for the 1650 Los Gamos Drive property;
- c. Establish permitted land uses in the new PD District, including medical office uses in addition to general office and other ancillary uses; and

- d. Establish development standards, including parking requirements for the new PD District; and

WHEREAS, upon review of the subject applications, an Initial Study was prepared on June 9, 2017, consistent with the requirements of the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.), which found that there could be potentially significant impacts to the environment in the following areas: Air Quality, Greenhouse Gas Emissions, Land Use, Noise, Transportation and Circulation, and Project Alternatives; and

WHEREAS, on June 27, 2017, the Planning Commission (Commission) held an appropriately-noticed public scoping hearing on the Notice of Preparation (NOP) for the preparation of an Environmental Impact Report (EIR) to assess the impacts of the Project. The Planning Commission directed staff to prepare an EIR for the Project pursuant to CEQA to address the following issues, Aesthetics, Air Quality, Greenhouse Gas Emissions, Land Use and Planning, Noise, Traffic and Transportation, and Project Alternatives, as per the Initial Study previously prepared for the Project; and

WHEREAS, on September 6, 2017, the City of San Rafael Design Review Board (DRB) conducted a duly-noticed public meeting and reviewed the conceptual plans submitted for the Project. The DRB generally expressed support for the proposed parking structure design but requested modifications to the façade to hide the “parking garage” look and requested that the structure be set back from the road; and

WHEREAS, on April 13, 2018, Kaiser Permanente resubmitted a revised parking structure design proposing construction of a 473-space, three-level-plus-upper ramp parking structure at the same location as originally proposed; and

WHEREAS, the Draft EIR (DEIR) was completed and a Notice of Completion (NOC) was filed and the DEIR was made available and circulated for a 45-day public comment period, beginning on March 8, 2018 and closing on April 23, 2018; and

WHEREAS, on April 24, 2018, the Planning Commission held a duly-noticed public hearing to accept comments on the DEIR and directed staff to prepare a Final Environmental Impact Report (FEIR); and

WHEREAS, on May 22, 2018, the DRB conducted a duly-noticed public meeting and reviewed the design of the formal applications. The Board reviewed the Project and voted unanimously to continue the matter to date uncertain, subject to specific consensus recommendations; and

WHEREAS, on July 2, 2018, based on feedback from the City of San Rafael Design Review Board and community input, Kaiser Permanente resubmitted a revised parking structure design proposing construction of a 433-space, three-level parking structure at the same location as originally proposed; and

WHEREAS, on July 17, 2018, the DRB conducted a duly-noticed public meeting and reviewed the plans revised in response to its May 22, 2018 comments, found that the revisions had adequately addressed their comments, and unanimously voted (5-0) to recommend approval of the Project design to the Planning Commission; and

WHEREAS, pursuant to Public Resources Code Section 21091(d)(2)(A) and CEQA Guidelines Sections 15088, 15089 and 15132, the City responded to all the environmental comments that were submitted on the DEIR during the public review period and a FEIR was completed. On August 10, 2018, a Notice of Availability for the FEIR/Response to Comments and the August 28, 2018 Planning Commission hearing was mailed to interested persons and property owners and occupants within 500 feet of the property and to all responsible, trustee and other public agencies that commented on the DEIR. A notice of availability and public hearing was also published in the Marin Independent Journal on Saturday, August 11, 2018; and

WHEREAS, on August 28, 2018, the Planning Commission held a duly-noticed public hearing on the Project, including environmental review, the PD Rezoning (ZC17-001), Use Permit Amendment (UP17-005), Environmental and Design Review Permit (ED17-011), and Sign Program Amendment (SP17-001), accepting all oral and written public testimony and the written report of the Community Development Department Planning staff and closed said hearing on that date; and

WHEREAS, following the public hearing, the Planning Commission adopted Resolution No.18-05 recommending adoption of the FEIR; and

WHEREAS, in considering the PD Rezoning, Master Use Permit, Environmental and Design Review Permit and Sign Program Amendment applications, the Planning Commission reviewed and considered the FEIR and all applicable mitigation measures therein. The FEIR concludes that the Project will result in significant and unavoidable adverse environmental traffic impacts to the Los Gamos Drive / Lucas Valley Road and Las Gallinas Drive / Lucas Valley Road intersections. Although these impacts could be mitigated to less-than-significant levels through the implementation of identified mitigation measures, the intersections are outside of the City's jurisdiction and require authorization and permits by the County of Marin and the California Department of Transportation (CALTRANS). As such, since the City cannot legally implement mitigation measures outside of its jurisdiction, the impacts are identified in the FEIR as significant and unavoidable. The FEIR also identifies Alternative 4: "Applicant-Implemented Traffic Improvements" as the Environmentally Superior Alternative and concludes that it would eliminate significant and unavoidable impacts to the Los Gamos Drive / Lucas Valley Road intersection. The Planning Commission weighed the Project benefits against the unavoidable, adverse environmental effects. By separate resolution (No. 18-06), consistent with CEQA Guidelines Section 15063 and consistent with San Rafael General Plan 2020 Circulation Element Policy C-6 (Proposed Improvements), the Planning Commission recommended adoption of a Statement of Overriding Considerations, which supports approval of the Project and the accompanying planning applications. This separate Resolution also recommended the approval of a Mitigation Monitoring and Reporting Program (MMRP) to ensure that required mitigation measures are incorporated into Project action; and

WHEREAS on August 28, 2018, the Planning Commission adopted Resolution No. 18-07 (5-0, 1 absent, I recused), recommending to the City Council adoption of the Planned Development (PD) Zone Change for 1650 Los Gamos Dr. to sever the property from the existing PD 1590 District and create a new PD District for the proposed medical office use;

WHEREAS, on August 31, 2018, a Public Notice for the City Council hearing, which includes the Notice of Availability of the FEIR/Response to Comments, was mailed to interested persons and property owners and occupants within 500 feet of the property and to all responsible, trustee and other public agencies that commented on the DEIR, informing them of the City Council hearing for final action. A notice of availability was also published in the Marin Independent Journal on Saturday, September 1, 2018; and

WHEREAS, on September 17, 2018, the City Council held a duly-noticed public hearing to review the proposed amendment to the PD-1590 zone and all applications for the Kaiser Permanente 1650 Los Gamos Drive Medical Office Building Project and considered all oral and written public testimony and the written report of the Community Development Department; and

WHEREAS, on September 17, 2018, by separate resolutions, (1) the City Council certified the FEIR, and (2) adopted CEQA findings of fact, adopted a statement of overriding consideration and approved the Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, the custodian of documents which constitute the record of proceedings upon which this decision is based is the Community Development Department; and

WHEREAS, the City Council makes the following findings, as required under San Rafael Municipal Code Title 14 (Zoning Ordinance) Sections 14.27.060 and 14.07.090, approving the severance of the 1650 Los Gamos Road from PD-1590 and creating a new Zoning District for that property:

1. The proposed PD amendment to sever the 1650 Los Gamos Drive property and establish a new PD District for the Project would be consistent with the San Rafael *General Plan 2020* as follows:
 - a. The increase in traffic estimated for the change in use would impact and change level of service conditions at local intersections and would warrant new transportation improvements that have been identified in the Kaiser Permanente 1650 Los Gamos Drive Medical Office Building Project Final EIR, as well as included in the "Applicant-Implemented Traffic Improvements Alternative" that will be adopted for this Project. The transportation improvements include the signalization of Lucas Valley Rd/Los Gamos Dr, which is an identified improvement per *General Plan 2020* Circulation Policy C-6.
 - b. As proposed, the Project's land uses are consistent with Land Use Element Policies LU-23 (Land Use Map and Categories), LU-10 (Planned Development), LU-9 (Intensity of Nonresidential Development), and LU-14 (Land Use Compatibility) in that these uses would be compatible with the current land uses allowed under the PD-1590 District and compatible with existing land uses found in the surrounding area.
 - c. As proposed, the Project's land uses would be consistent with Circulation Element Policies C-5 (Traffic Level of Service Standards) C-6 (Proposed Improvements), C-7 (Circulation Improvements Funding) and C-12 (Transportation Demand Management) in that: the increase in traffic

estimated for these uses would not impact or change level of service conditions at local intersections nor would they warrant new transportation improvements; the medical office use component would be subject to the adopted citywide traffic mitigation fees which would be used to fund long-term transportation improvements; and the Project would implement transportation demand measures, such as encouraging employees through incentives to carpool and use public transit and other alternative means of transport.

- d. As proposed, the Project's land uses would be consistent with Neighborhood Element Policies NH-7 (Neighborhood Identity and Landmarks), NH-8 (Parking), NH-136 (Design Excellence), NH-138 (Industrial Uses and Design Improvement) in that they would: facilitate additional employment and future economic success in the North San Rafael area; allow compatible land uses that would fill current and long-term projected vacancies in general office space; and provide required amount of parking required for the proposed medical office use.
 - e. As proposed, the Project's land uses would be consistent with the Community Design Element Policy CD-21 (parking lot landscaping) in that: the uses proposed will have an approved landscaping plan and parking structure design that will provide shade cover and adequate screening of vehicles within parking lot areas.
 - f. As proposed, the Project's land uses would be consistent with the Economic Vitality Element Policy EV-1 (Economic Health and Quality of Life) and EV-2 (Policy EV-2. Seek, Retain, and Promote Businesses that Enhance San Rafael) in that: the uses proposed will ensure a local employer will continue to provide jobs and access to health services in a centrally located office building close to freeway access.
 - g. As proposed, the Project's land uses would be consistent with newly adopted Sustainability Element Policies SU-1 (Land Use) and SU-2 (Promote Alternative Transportation) and the adopted Climate Change Action Plan in that: the uses are proposed within an existing and approved development office park that is close to public transit (both bus stop on Highway 101 and SMART rail station at Civic Center);
 - h. As proposed, the Project's land uses would be consistent with the Conservation Element Policy CON-6 (setbacks) in that: the uses proposed will be located outside the 25-foot top-of-bank setback from the tributary to Gallinas Creek northwest of the Project site.
2. As proposed, the PD amendment to sever the 1650 Los Gamos Drive property and establish a new PD District for the Project is appropriate for the area, location and overall planning for the Project, and the design and development standards will promote the maintenance of an environment of sustainable desirability and stability and will not impact the amount of open space surrounding the property in that:
- a. The changes in use proposed by the Project would expand the types of allowable land uses within the PD district to include medical office uses, but would not result in changes to the existing, adopted building intensity limits since there is no increase in allowable floor area ratio or building area proposed.

- b. The Project site and corresponding general office PD District is presently developed with a full roadway system and utility infrastructure to accommodate the proposed Project. Development of the Project and amendment of the PD would result in a new infrastructure improvement at the Los Gamos Drive / Lucas Valley Road intersection but would not require physical development of open space or undeveloped areas.
 - c. The Project site is presently planned and developed to preserve all undeveloped open spaces west and north of the existing development, which will not be impacted or changed as a result of the PD amendment.
 - d. As proposed and as conditioned, the PD revisions will not impact public facility services that are currently provided to the Project site for individual parcel development, nor will amendments impact the established or planned auto, bicycle or pedestrian traffic system. Specifically, although the FEIR prepared and certified for the Project concludes that development of the Project would result in impacts to the Los Gamos Drive / Lucas Valley intersection, mitigation measures have been identified and adopted (MM TRAF-1 and TRAF-3) to reduce or eliminate these impacts, which will be required in conjunction with site development. To ensure implementation, conditions are incorporated into the Master Use Permit to require future project compliance with the Mitigation Monitoring and Reporting Program (MMRP), which is recommended for approval by separate resolution.
3. Kaiser Permanente has demonstrated that the proposed reuse of the existing office building with medical uses could be served by public facilities such as sewer, water, refuse services and other infrastructure resources that currently serve the existing development and are available to serve the proposed change in use. Furthermore, the new medical office use would not induce population growth necessitating additional public facilities.
4. The Project would not deviate from typical Zoning Ordinance property development and parking standards and the PD District land use regulations and development standards are consistent with what would be required for a lot of this size under a typical zoning designation.
5. The auto, bicycle and pedestrian traffic systems presented on the Project Development Plan are adequately designed for circulation needs and public safety in that: a) necessary circulation system improvements are proposed to be built with the Project as identified in the *General Plan 2020*; b) the Project site is surrounded by roadway and/or freeway on three sides and provides ample pedestrian and bicycle and vehicular access points; c) the Project access and site layout has been reviewed by the appropriate City Departments and has been determined to meet City standards; d) a new parking structure is proposed to be constructed to accommodate the parking demands associated with medical office uses; and (e) emergency vehicle access is provided to serve the Project.
6. As proposed and conditioned, the public health, safety and general welfare are served by the adoption of the proposed PD District, in that:
 - a. The action would not result in the addition of land use or development intensity, nor would it change the development and spatial regulations

- (e.g., setbacks, building heights, lot coverage) or the design standards (building and landscape standards and guidelines) that influence building size, building location or spacing, amount or location of open space.
- b. As noted above, by separate resolution, the City Council has approved a Mitigation Monitoring and Reporting Program (MMRP), which identifies all required mitigation measures to reduce or eliminate environmental impacts, including, but not limited to aesthetics, air quality, noise, and transportation and circulation.
 - c. This action would be consistent with the provisions of the Zoning Ordinance. Specifically, the proposed amendment to allow medical office uses within the General Plan Office designation would be consistent, in part, with the definition for medical office use in the Zoning Ordinance. The Zoning Ordinance defines medical office uses as a facility, other than a hospital, where medical, dental, mental health, surgical, and/or other personal health care services are provided on an outpatient basis.
 - d. The City Council has determined, through adoption of a separate resolution of CEQA Findings of Fact and Statement of Findings of Overriding Considerations, that the benefits of the Project outweigh the unavoidable, adverse environmental effects of the action to amend the PD District. The findings in that separate resolution are incorporate herein by reference and reaffirmed to support this action to amend the PD-1590 District;

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

DIVISION 1.

Ordinance No. 1590 (PD-1590 District) is hereby amended to remove the 1650 Los Gamos Dr property from the PD District.

DIVISION 2.

A new PD Zoning District is hereby established for 1650 Los Gamos Dr with appropriate land use and development standards to allow medical office use, along with other office and ancillary uses of the existing building, a new parking structure and associated parking and site improvements as set forth in attached Exhibit B.

DIVISION 3.

The Zoning Map of the City of San Rafael, California, adopted by reference by Section 14.01.020 of the San Rafael Municipal Code is amended by reclassifying the following real property from Planned Development (PD-1590) District to a new Planned Development District. Said property so reclassified is 1650 Los Gamos Dr and is located on both sides of Los Gamos Dr, Street, as shown on County Assessor's Parcel No.'s 165-220-12 &13, and as illustrated on the map and detailed legal description attached as Exhibits "A" and "C" attached hereto and incorporated herein by reference.

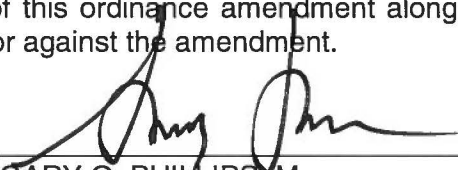
DIVISION 4.

If any subsection, sentence clause or phrase of this ordinance amendment is, for any reason, held to be invalid, such decision shall not affect the validity or the remaining portions of this added ordinance section.

DIVISION 5.

This Ordinance shall be published once, in full or in summary form, at least five days before its final passage, in a newspaper of general circulation published and circulated in the City of San Rafael, California, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the ordinance shall simultaneously be posted in full in the City Clerk's office, and 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, California.

Within fifteen (15) days after adoption, the City Clerk shall also post in the Office of the City Clerk, a certified copy of the full text of this ordinance amendment along with the names of those Councilmembers voting for or against the amendment.



GARY O. PHILLIPS, Mayor

ATTEST:



LINDSAY LARA, City Clerk

The foregoing Ordinance No.1962 was read and introduced at a regular meeting of the City Council of the City of San Rafael on the 17th day of September 2018, and was ordered passed to print by the following vote, to wit:

AYES: COUNCILMEMBERS: Bushey, Colin, Gamblin, McCullough & Mayor Phillips

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

and will come up for adoption as an Ordinance of the City of San Rafael at a regular meeting of the City Council to be held on the 1st day of October 2018.

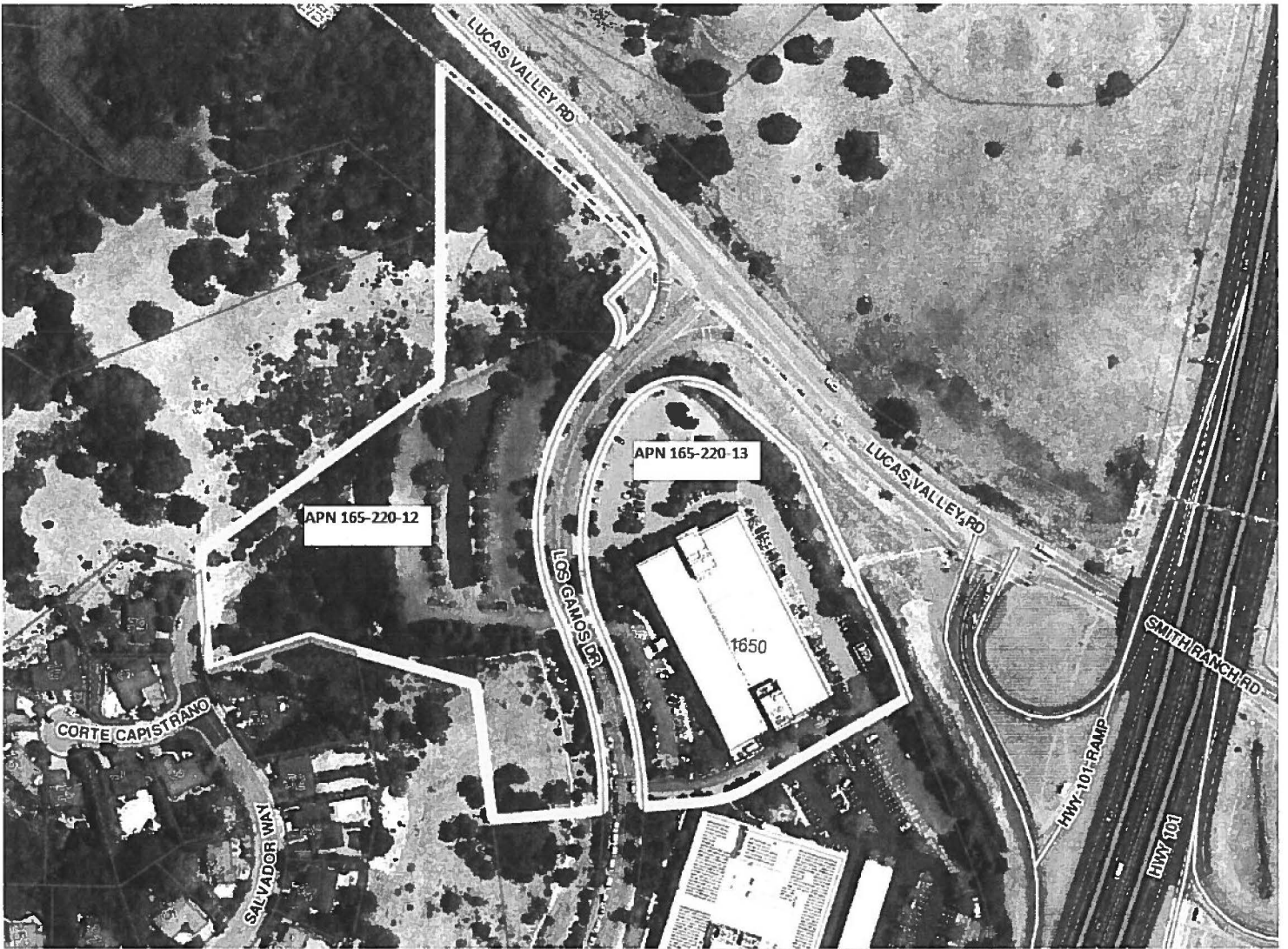


LINDSAY LARA, City Clerk

EXHIBITS

- A: Map of Properties Subject to PD Amendment
- B: Land Use and Development Standards
- C: Legal Description

"EXHIBIT A"



PD Rezoning to sever APN's 165-220-12 & 13 from current PD-1590 and establish a new PD District for APN's 165-220-12 & 13 with the Development Standards contained in Exhibit B

“EXHIBIT B”

1650 Los Gamos Drive – APN’s 165-220-12 & 13 Kaiser Permanente Medical Office Building (Amending Former PD-1590, Lucas Green Buildings I and II)

INTENT

The Kaiser Permanente Medical Office Building Planned Development (PD) District at 1650 Los Gamos Drive (Assessor’s Parcel Numbers (APN) 165-220-12 & 13) is based on the (1) Master Use Permit (UP17-005), (2) Environmental and Design Review Permit (ED17-001), Zone Change (ZC17-001), and (4) Sign Program Permit (SP17-002) approved by the City Council on ____, 201__.

LAND USES

1. This site permits a maximum of 150,000 square feet of building area approved for the following uses: general office, medical office, professional office, and administrative office uses, as more specifically defined in Master Use Permit UP17-005.
2. The site is permitted to provide outpatient medical services, including, but not limited to, family medicine, pediatrics, chemical dependency recovery program, psychiatry/psychology, OBGYN, laboratory, blood draw, optometry, pharmacy, and other similar and ancillary support services.
3. The site is permitted to provide limited accessory retail sales, including, but not limited to, a pharmacy and café.
4. This site is permitted to provide uses that promote sustainability. These may include, but are not exclusive of, solar panels, recycling areas, overnight parking for shuttles, electric vehicle charging stations, and other on-site alternative power generation units.
5. Uses determined to be accessory or incidental to the above-listed land uses shall be permitted, as determined to be appropriate by the Community Development Director.
6. Given dynamic changes in health and office uses, future minor changes or modifications to the above enumerated uses shall also be permitted as determined to be appropriate by the Community Development Director.

Requirements and conditions for all uses at the site shall be consistent with Master Use Permit UP17-005.

DEVELOPMENT AND DESIGN STANDARDS

All buildings, structures, site improvements, landscaping, parking, exterior lighting and signage shall be consistent with the conditions of approval for the site’s Master Use Permit (UP17-005), Environmental and Design Review Permit (ED17-001) and Sign Program Permit (SP17-002).

The following sustainable technologies may be implemented into the Master Use Permit per the discretion of the Community Development Director:

- Fuel-cell technology
- Other sustainable programs or technologies yet defined

Any minor site-specific regulations or development and design standards necessary to guide and approve building additions, modifications or property improvements are subject to administrative approval by the Community Development Director in lieu of amending the PD zoning.

"EXHIBIT C"

LEGAL DESCRIPTION

Real property in the City of San Rafael, County of Marin, State of California, described as follows:

PARCEL A:

PARCEL 2 AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP LANDS OF KRONOS PROPERTY HOLDINGS NV D.N. 84-0058614 PARCEL MAP BEING A RESUBDIVISION OF PARCEL 1 (WEST) BOOK 19 OF PARCEL MAPS, PAGES 56 & A RESUBDIVISION OF PARCEL 1 BOOK 22 OF PARCEL MAPS, PAGE 39, CITY OF SAN RAFAEL, MARIN COUNTY, CALIFORNIA", FILED FOR RECORD FEBRUARY 28, 1994 IN VOLUME 25 OF PARCEL MAPS, AT PAGE 63, MARIN COUNTY RECORDS.

PARCEL B:

EASEMENT FOR ACCESS AND PARKING PURPOSES, OVER PARCEL 1, AS SAID PARCEL AND EASEMENT ARE SHOWN ON THE PARCEL MAP REFERRED TO HEREINABOVE.

APN: 165-220-12 (Affects: Portion of Said Land)

165-220-13 (Affects: Portion of Said Land)

Marin Independent Journal

4000 Civic Center Drive, Suite 301
San Rafael, CA 94903
415-382-7335
legals@marinij.com

2070419

CITY OF SAN RAFAEL
CITY OF SAN RAFAEL
CITY CLERK, ROOM 209
1400 FIFTH AVENUE, SAN RAFAEL, CA 94901
SAN RAFAEL, CA 94915-1560

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Marin**

FILE NO. ORD 1962

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer of the MARIN INDEPENDENT JOURNAL, a newspaper of general circulation, printed and published daily in the County of Marin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Marin, State of California, under date of FEBRUARY 7, 1955, CASE NUMBER 25566; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

09/21/2018

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated this 21th day of September, 2018.

Donna Lajarus

Signature

PROOF OF PUBLICATION

Legal No. **0006224980**

SUMMARY OF ORDINANCE NO - 1962

AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT (PD-1590) ZONING TO: 1) SEPARATE 1650 LOS GAMOS DRIVE FROM EXISTING PD-1590 AND 2) CREATE A NEW PD ZONING DISTRICT FOR 1650 LOS GAMOS DRIVE WITH LAND USE REGULATIONS AND DEVELOPMENT STANDARDS TO ALLOW MEDICAL OFFICE USE IN ADDITION TO GENERAL OFFICE USES (KAISER MEDICAL OFFICE BUILDING AT 1650 LOS GAMOS DR - APN's 165-220-12 &13)

This Summary concerns a proposed Ordinance of the City Council of the City of San Rafael, designated as Ordinance No. 1962, which will amend the City of San Rafael Zoning Map, adopted by reference by Section 14.01.020 of the San Rafael Municipal Code as detailed in the complete text and accompanying maps of Ordinance No. 1962. Ordinance No. 1962 is scheduled for adoption by the San Rafael City Council at its regular meeting of October 1, 2018. 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

This Ordinance amends the Zoning Map of the City of San Rafael to reclassify certain real property located at 1650 Los Gamos Dr. (APN 165-220-12 & 13) in the City of San Rafael, Marin County, California, from Planned Development (PD-1590) District to Planned Development (PD-1962) District. PD-1962 would: a) sever 1650 Los Gamos Dr. from existing PD-1590; b) Create a new PD Zoning District for the 1650 Los Gamos Dr. property; c) Establish permitted land uses in the new PD District, including medical office uses in addition to general office and other ancillary uses; and d) Establish development standards, including parking requirements for the new PD District.

For a complete copy of the text of the Ordinance amending the Municipal Code, please contact the City Clerk at (415) 485-3066 or the Community Development Department, Planning Division at (415) 485-3085. Copies of the Ordinance containing this Municipal Code amendment are also available for public review as of Wednesday September 26, 2018, at the San Rafael City Clerk's office, 1400 Fifth Avenue, 2nd Floor, Room 209, during regular business hours, 8:30 a.m. to 5:00 p.m.

LINDSAY LARA, City Clerk
San Rafael City Clerk

Dated: _____

No.1254 Sept. 21, 2018

ORDINANCE NO. 1963

**AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING A
A CITY-INITIATED REZONING OF AN EXISTING PLANNED DEVELOPMENT
(PD-1590) DISTRICT FOR 1600 LOS GAMOS DRIVE TO REMOVE
REFERENCES TO THE 1650 LOS GAMOS DRIVE PROPERTY FROM THE PD
DISTRICT TEXT, FOLLOWING REZONING OF THAT PROPERTY INTO A
SEPARATE PD DISTRICT BY SEPARATE ACTION.
(1600 LOS GAMOS DR - MARIN COMMONS - APN's: 165-220-10 &11)**

WHEREAS, in 1972, the City of San Rafael adopted an Administrative Professional / Planned Unit Development Administrative Professional District (AP and PUD-AP District) establishing Lucas Green I for the 1600 Los Gamos Drive property. The 38.4-acre Lucas Green Master Plan was adopted to permit development of general office, administrative office, a computer center and associated parking and related uses for the specific parcels within the Plan Area.

WHEREAS, in 1979, the overlaying zoning district was amended (to PD-1350 District) to allow the construction of Lucas Green II at 1650 Los Gamos Drive with the condition requiring a Transportation Service Management (TSM) Plan. The PD District change was approved to allow two office buildings: a 340,000 sq. ft. computer center, and a 150,000 sq. ft. computer and office building with 1,296 parking spaces. In 1990, PD-1350 was further amended (to PD-1590) to include the TSM as a requirement; and

WHEREAS, On February 21, 2017, Kaiser Foundation Health Plan (Kaiser or Kaiser Permanente) submitted project applications to the City of San Rafael Community Development Department for a Use Permit (UP17-005), an Environmental and Design Review Permit (ED17-001), a Zone Change (ZC17-001) to amend the existing Planned Development (PD)-1590 District for the Marin Commons, and a Sign Program Amendment (SP17-002) for the conversion of an existing approximately 148,000-square-foot office building to medical office uses and the construction of an up to 511-space parking structure (Project) on the western parcel of a 11.2-acre property at 1650 Los Gamos Drive; and

WHEREAS, the application for PD rezoning by Kaiser Permanente proposes to sever the 1650 Los Gamos Drive property from the larger PD-1590 Zoning District that covers both 1600 and 1650 Los Gamos Drive to create a separate PD zoning that would allow medical office use at 1650 Los Gamos Drive; and

WHEREAS, the removal of the 1650 Los Gamos Drive property from PD-1590 without a PD rezoning would result in continued references to the 1650 Los Gamos Drive property in the PD1590 language; and

WHEREAS, the current property owner of 1600 Los Gamos (County of Marin) has neither applied for, nor requested, any changes to PD 1590; and

WHEREAS, to reduce future confusion in having outdated references to the 1650 Los Gamos Drive property contained in PD-1590, the City has initiated this district rezoning to update PD-1590 and remove any reference to the adjacent 1650 Los Gamos Dr property from that PD; and

WHEREAS, draft amendments to the PD-1590 District Marin Commons (Development Plan) have been prepared and are presented in attached Exhibit B with strikethrough/underline format. The draft amendments propose:

- a. General edits and updates to the current PD-1590 District to omit obsolete uses and references to the 1650 Los Gamos Drive property and improve reference to specific lots and parcels within the PD District to ensure proper tracking of regulations and provisions; and
- b. No changes are proposed to PD-1590, aside from removal of obsolete references mentioned above, would be created through the bifurcation of 1650 Los Gamos Drive into a new PD District; and

WHEREAS, on August 28, 2018, the Planning Commission held a duly-noticed public hearing on the Project, including the PD Rezoning (ZC17-001), Use Permit Amendment (UP17-005), Environmental and Design Review Permit (ED17-011), and Sign Program Amendment (SP17-001), accepting all oral and written public testimony and the written report of the Community Development Department Planning staff and closed said hearing on that date; and

WHEREAS on August 28, 2018, the Planning Commission adopted Resolution No. 18-08 (5-0, 1 absent, 1 recused), recommending to the City Council adoption of the Planned Development (PD) Zone Change to modify PD 1590 for the 1600 Los Gamos Dr site to remove references to 1650 Los Gamos Dr.; and

WHEREAS, on August 31, 2018, a Public Notice for the City Council hearing, which includes the Notice of Availability of the FEIR/Response to Comments, was mailed to interested persons and property owners and occupants within 500 feet of the property and to all responsible, trustee and other public agencies that commented on the DEIR, informing them of the City Council hearing for final action. A notice of availability was also published in the Marin Independent Journal on Saturday, September 1, 2018; and

WHEREAS, on September 17, 2018, the City Council held a duly-noticed public hearing to review the proposed amendment to the PD-1590 zone and all applications for the Kaiser Permanente 1650 Los Gamos Drive Medical Office Building Project and considered all oral and written public testimony and the written report of the Community Development Department; and

WHEREAS, on September 17, 2018, by separate resolutions, the City Council certified the FEIR, adopted CEQA findings of fact, adopted a statement of overriding consideration and approved the Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, the custodian of documents which constitute the record of proceedings upon which this decision is based is the Community Development Department.

WHEREAS, the City Council makes the following findings, as required under San Rafael Municipal Code Title 14 (Zoning Ordinance) Sections 14.27.060 and 14.07.090 in adopting the proposed minor amendments to PD-1590 District for 1600 Los Gamos Dr and presented in attached Exhibit B:

1. The proposed amendments to the PD-1590 District would be consistent with the San Rafael *General Plan 2020* in that:
 - a. As proposed, the continuation of existing land uses are consistent with Land Use Element Policies LU-23 (Land Use Map and Categories), LU-10 (Planned Development), LU-9 (Intensity of Nonresidential Development), LU-14 (Land Use Compatibility) in that these uses would be compatible with the current land uses allowed under the PD-1590 District adopted for this site; and compatible with existing land uses found in the surrounding area.
 - b. As proposed, the continuation of existing land uses would be consistent and not in conflict with Circulation Element Policies C-5 (Traffic Level of Service Standards) C-6 (Proposed Improvements), C-7 (Circulation Improvements Funding) and C-12 (Transportation Demand Management) in that: the increase in traffic estimated for these uses would not impact or change level of service conditions at local intersections nor would they warrant new transportation improvements.
 - c. As proposed, the continuation of existing land uses would be consistent with Neighborhood Element Policies NH-7 (Neighborhood Identity and Landmarks), NH-8 (Parking), NH-136 (Design Excellence), NH-138 (Industrial Uses and Design Improvement) in that they would: facilitate additional employment and future economic success in the North San Rafael area and allow compatible land uses.
 - d. As proposed, the continuation of existing land uses would be consistent with the Community Design Element Policy CD-21 (parking lot landscaping) in that: the uses proposed will have an existing landscaping plan that will provide shade cover and adequate screening of vehicles within parking lot areas.
 - e. As proposed, the continuation of existing land uses would be consistent with the Economic Vitality Element Policy EV-1 (Economic Health and Quality of Life) and EV-2 (Policy EV-2. Seek, Retain, and Promote Businesses that Enhance San Rafael) in that: the uses proposed will ensure a local employer will continue to provide jobs and access to health services in a centrally located office building close to freeway access.
 - f. As proposed, the continuation of existing land uses would be consistent with newly adopted Sustainability Element Policies SU-1 (Land Use) and SU-2 (Promote Alternative Transportation), and the adopted Climate Change Action Plan in that: the uses are proposed within an existing and approved development office park that is close to public transit (both bus stop on Highway 101 and SMART rail station at Civic Center).
2. As proposed, the changes to the existing PD 1590 District are appropriate for the area, location and overall planning for the Project, and the design and development standards will promote the maintenance of an environment of sustainable desirability and stability and will not impact the amount of open space surrounding the property in that:

- a. The changes would continue the allowable land uses within the PD District and would not result in additional allowances or changes to the existing, adopted building intensity limits since there is no increase in allowable floor area ratio or building area proposed.
 - b. The general office PD District is presently developed with a full roadway system and utility infrastructure to accommodate the proposed Project.
 - c. The PD District is presently planned and developed to preserve all undeveloped open spaces west and north of the existing development which will not be impacted or changed as a result of the amendments.
 - d. As proposed, the PD revisions will not impact public facility services that are currently provided to the area for individual parcel development, nor will amendments impact the established or planned auto, bicycle or pedestrian traffic system.
3. The City-initiated text update to PD-1590 would not alter any existing land uses on the 1600 Los Gamos Drive property or change any land use allowances in the existing PD; therefore, there would be no impact to infrastructure and the existing site would continue to be served by public facilities such as sewer, water, refuse services and other infrastructure resources that currently serve the existing development and are available to serve the proposed PD amendment.
4. The City-initiated text update to PD-1590 would not alter any of the current development or land use standards prescribed for PD-1590.
5. The auto, bicycle and pedestrian traffic systems presented on the Development Plan is adequately designed for circulation needs and public safety in that the minor text edits would not alter any pedestrian, bicycle or vehicular access to the 1600 Los Gamos Drive site.
6. As proposed, the public health, safety and general welfare would be served by the adoption of the revisions to the PD-1590 District in that:
 - a. The action would not result in the addition of land use or development intensity, nor would it change the development and spatial regulations (e.g., setbacks, building heights, lot coverage) or the design standards (building and landscape standards and guidelines) that influence building size, building location or spacing, amount or location of open space. The amendment is solely a text change to remove references to the 1650 Log Gamos Drive property from the PD-1590 text, given that 1650 Los Gamos Drive was rezoned to a new distinct PD zoning district through a separate action.
 - b. This action would be consistent with the provisions of the Zoning Ordinance.

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

DIVISION 1.

Ordinance No. 1590 (PD-1590 District) is hereby amended to incorporate the following changes, as set forth in attached Exhibit B, incorporated herein by reference: a) General edits and updates to the current PD-1590 District to omit obsolete uses and references to the 1650 Los Gamos Drive property and improve reference to specific lots and parcels within the PD District to ensure proper tracking of regulations and provisions; and b) No changes are proposed to PD-1590, aside from removal of obsolete references mentioned above, would be created through the bifurcation of 1650 Los Gamos Drive into a new PD District.

DIVISION 2.

The Zoning Map of the City of San Rafael, California, adopted by reference by Section 14.01.020 of the San Rafael Municipal Code is amended by reclassifying the following real property from Planned Development (PD-1590) District to a new Planned Development District. Said property so reclassified is 1600 Los Gamos Dr and is located on both sides of Los Gamos Dr, Street, as shown on County Assessor's Parcel No.'s 165-220-10 & 11, and as illustrated on the map as Exhibit "A" attached hereto and incorporated herein by reference.

DIVISION 3.

If any subsection, sentence clause or phrase of this ordinance amendment is, for any reason, held to be invalid, such decision shall not affect the validity or the remaining portions of this added ordinance section.

DIVISION 4.

This Ordinance shall be published once, in full or in summary form, at least five days before its final passage, in a newspaper of general circulation published and circulated in the City of San Rafael, California, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the ordinance shall simultaneously be posted in full in the City Clerk's office, and 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, California.

Within fifteen (15) days after adoption, the City Clerk shall also post in the Office of the City Clerk, a certified copy of the full text of this ordinance amendment along with the names of those Councilmembers voting for or against the amendment.



GARY O. PHILLIPS, Mayor

ATTEST:



LINDSAY LARA, City Clerk

The foregoing Ordinance No. 1963 was read and introduced at a regular meeting of the City Council of the City of San Rafael on the 17th day of September 2018, and was ordered passed to print by the following vote, to wit:

AYES: COUNCILMEMBERS: Bushey, Colin, Gamblin, McCullough & Mayor Phillips

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

and will come up for adoption as an Ordinance of the City of San Rafael at a regular meeting of the City Council to be held on the 1st day of October 2018.

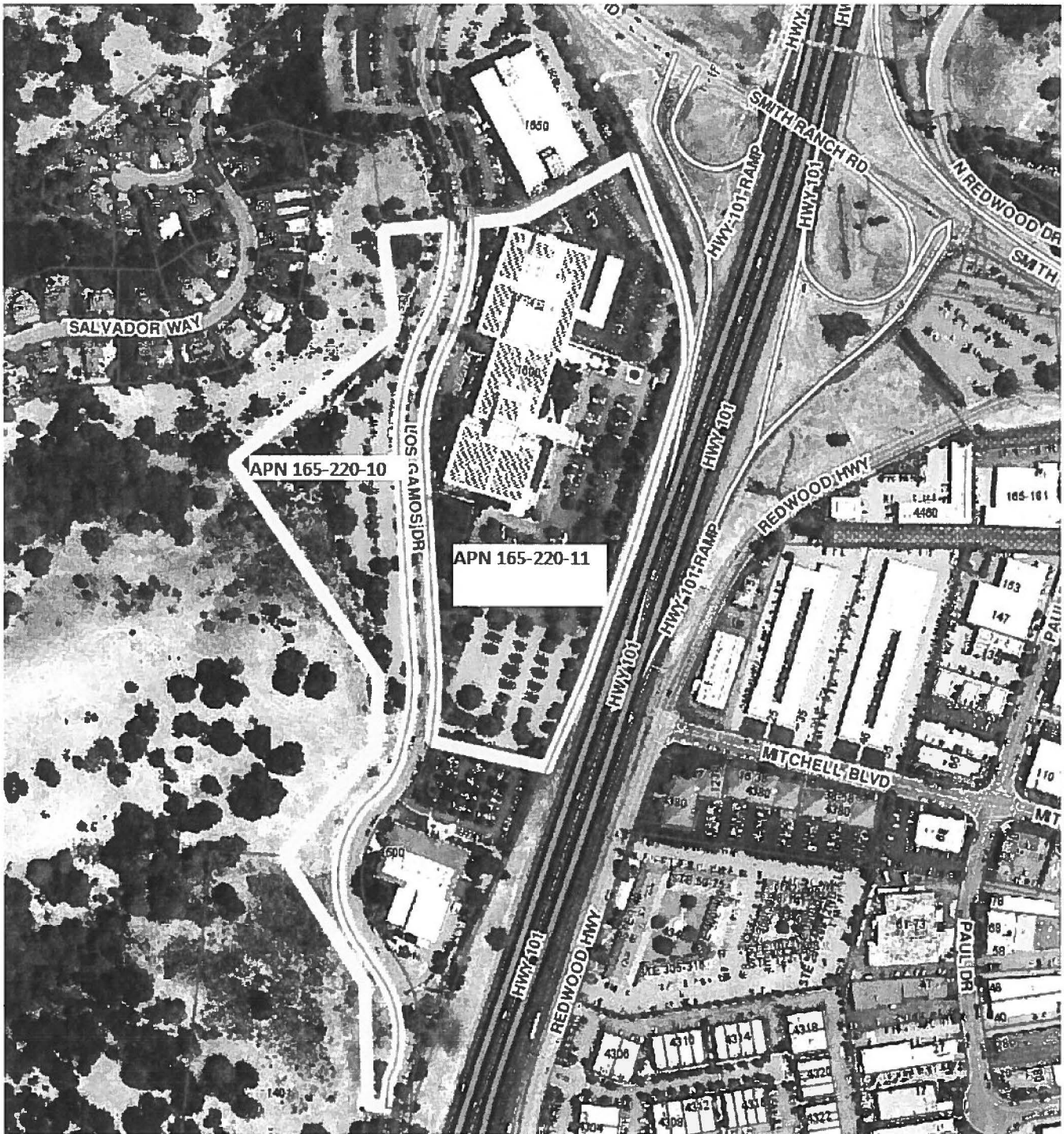


LINDSAY LARA, City Clerk

EXHIBITS

- A: PD Rezoning Map
- B: Development Standards for 1600 Los Gamos Drive

"EXHIBIT A"



PD Rezoning to remove references to 1650 Los Gamos Dr (APN's 165-220-12 & 13) from current PD-1590 District given that those two properties were severed and established as a new, separate PD zoning District

“EXHIBIT B”

1600 LOS GAMOS DR
FORMER MARIN COMMONS

(a) ~~Two~~ One office buildings ~~are~~ is approved as shown on the plans; ~~One is a 340,000 square foot computer center; the other is a 150,000 square foot computer and office building.~~

(b) ~~1,296~~ 841 parking spaces are approved as shown on the plans.

(c) Secure Design Review approval for any modifications to the approved building. Any further addition for new office construction shall require an amendment to the Master Plan.

(d) Minor modifications, such as the installation of a par-course and landscaping can be approved as Design Review items.

(e) In addition to the ~~two~~ one private office buildings, public buildings for the safety of the community may be approved by Design Review.

(f) A TSM manager shall be appointed for ~~each~~ of the buildings, who may be the respective building managers. The TSM manager shall at all times perform the following duties:

- 1) Develop and disseminate information aids and other marketing resources;
- 2) Provide orientation and assistance to new employees regarding the selection of transportation options within the shortest reasonable time after they begin working;
- 3) Communicate with Golden Gate Transit and Marin County Transit and other transit agencies to become aware of existing transportation services and with Rides for Bay Area Commuters or similar organizations for ridesharing services and program support;
- 4) Provide available transit guides and schedules to all interested employees, describing both transit routes serving the area and route schedules, and provide notification to interested employees of changes in such routes or schedules;
- 5) Provide a written statement periodically to each tenant explaining the benefits of staggered work hours or "flex-time" systems for transportation management in the Highway 101 corridor.

(g) A transit information center or display shall at all times be maintained in ~~one or both~~ of the buildings in an area accessible to all employees, and the location of such center or display shall be advertised by signs or posters in highly travelled pedestrian corridors in ~~each~~ of the buildings. The center or display shall provide current information regarding public transit, bus pools, vanpools, carpools, and shuttle services serving the property.

(h) A carpool and vanpool matching program shall at all times be conducted in accordance with the following standards:

- 1) Applications for carpool and vanpool matching purposes shall be distributed to employees at least annually.

- 2) A master file of carpool and vanpool drivers, riders, and potential riders shall be maintained and made available to persons interested in forming carpools or vanpools with other employees at least annually to assure that information in the master file is current.
- 3) Vanpool applicants who are not able to join a vanpool shall be referred to existing carpools.
- 4) A designated vanpool and carpool parking area shall be maintained for ~~each~~ of the buildings. Each such area shall be of sufficient size to accommodate all vanpools and carpools serving the building.
- 5) Some or all of the requirements for vanpool and carpool services may be performed by an independent agency designated by the TSM Manager.

(i) The TSM Manager for ~~each~~ of the buildings shall provide a written report to the City each year certifying the TSM activities undertaken at ~~each~~ the building for the preceding twelve months.

Marin Independent Journal

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2070419

CITY OF SAN RAFAEL
CITY OF SAN RAFAEL
CITY CLERK, ROOM 209
1400 FIFTH AVENUE, SAN RAFAEL, CA 94901
SAN RAFAEL, CA 94915-1560

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Marin

FILE NO. ORD 1963

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer of the MARIN INDEPENDENT JOURNAL, a newspaper of general circulation, printed and published daily in the County of Marin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Marin, State of California, under date of FEBRUARY 7, 1955, CASE NUMBER 25566; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

09/21/2018

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated this 21th day of September, 2018.



Signature

PROOF OF PUBLICATION

Legal No. **0006224983**

SUMMARY OF ORDINANCE NO. 1963

AN ORDINANCE OF THE SAN RAFAEL CITY COUNCIL APPROVING A CITY-INITIATED REZONING OF AN EXISTING PLANNED DEVELOPMENT (PD-1590) DISTRICT FOR 1600 LOS GAMOS DRIVE TO REMOVE REFERENCES TO THE 1650 LOS GAMOS DRIVE PROPERTY FROM THE PD DISTRICT TEXT, FOLLOWING REZONING OF THAT PROPERTY INTO A SEPARATE PD DISTRICT BY SEPARATE ACTION. (1600 LOS GAMOS DR - MARIN COMMONS - APN's: 165-220-10 & 11)

This Summary concerns a proposed Ordinance of the City Council of the City of San Rafael, designated as Ordinance No. 1963, which will amend the City of San Rafael Zoning Map, adopted by reference by Section 14.01.020 of the San Rafael Municipal Code as detailed in the complete text and accompanying maps of Ordinance No. 1963. Ordinance No. 1963 is scheduled for adoption by the San Rafael City Council at its regular meeting of October 1, 2018. 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

This Ordinance amends the Zoning Map of the City of San Rafael to reclassify certain real property located at 1600 Los Gamos Dr (APN 165-220-10 & 11) in the City of San Rafael, Marin County, California, from Planned Development (PD-1590) District to Planned Development (PD-1963) District. PD-1963 removes references to the 1650 Los Gamos Dr property from the PD District text, following rezoning of that property into a separate PD District by separate action.

For a complete copy of the text of the Ordinance amending the Municipal Code, please contact the City Clerk at (415) 485-3066 or the Community Development Department, Planning Division at (415) 485-3085. Copies of the Ordinance containing this Municipal Code amendment are also available for public review as of Wednesday September 26, 2018, at the San Rafael City Clerk's office, 1400 Fifth Avenue, 2nd Floor, Room 209, during regular business hours, 8:30 a.m. to 5:00 p.m.

LINDSAY LARA, City Clerk
San Rafael City Clerk

Dated: _____

NO. 1255 SEPT. 21, 2018



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Services

Prepared by: Brian Auger, Events Coordinator

City Manager Approval: _____

TOPIC: MARIN COUNTY TRIATHLON EVENT ROAD CLOSURE

SUBJECT: RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PT. SAN PEDRO ROAD FROM RIVIERA DRIVE TO BISCAYNE DRIVE FOR THE MARIN COUNTY TRIATHLON ON NOVEMBER 3, 2018 FROM 8:30 AM TO 11:30 AM AND ON NOVEMBER 4, 2018 FROM 8:30 AM TO 1:00 PM

RECOMMENDATION:

Adopt a resolution authorizing temporary road closures.

BACKGROUND:

The eleventh annual Marin County Triathlon, which will take place on November 3 and 4, 2018, is originated and produced by the non-profit [Sustainable Sports Foundation](#). All net proceeds of this event benefit the Foundation's unique program of giving children from low-income families in Marin County the opportunity to learn how to swim and be safe in the water. Over \$25,000 was raised at last year's event and a total of over \$850,000 has been raised since the inaugural event in 2008. Up to 800 local and national athletes are expected to participate this year. This event has become one of the most successful continuous fundraiser events in Marin County.

The producer has contacted the residents in the Peacock Gap area to inform them of this year's event; the producer has received a positive response. The promoter takes responsibility of contacting and informing all affected residents of the temporary road closure and works with San Rafael Police Department and City staff if any issues occur during the event hours.

ANALYSIS:

The road closure engaged on Point San Pedro Road for this event are within the traditional road closures and a traffic management plan designed by City Staff for athletic events centered at McNears Beach Park. Only the northern third of Point San Pedro road is affected by a traffic diversion for incoming traffic, which will be diverted at Riviera Drive. The road closures will be put in place by City staff and will be managed during the event by San Rafael Police Department staff. The staff costs associated with the road closure will be paid for by the event producer.

STREET CLOSURE:

- Street to be closed Saturday, November 3, 2018 from 8:30 a.m. to 11:30 a.m.
 1. Point San Pedro Road from Riviera to Biscayne Drive

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

- Street to be closed Sunday, November 4, 2018 from 8:30 a.m. to 1:00 p.m.
 1. Point San Pedro Road from Riviera to Biscayne Drive

COMMUNITY OUTREACH:

The event producer notified residents of the temporary road closure and traffic diversions in advance through the local homeowners' associations. All promotions and marketing are directed and carried out by the event producer.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDED ACTION:

Adopt a resolution authorizing temporary road closures for the Marin County Triathlon.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING TEMPORARY CLOSURE OF PT. SAN PEDRO ROAD FROM RIVIERA DRIVE TO BISCAYNE DRIVE FOR THE MARIN COUNTY TRIATHLON ON NOVEMBER 3, 2018 FROM 8:30 AM TO 11:30 AM AND ON NOVEMBER 4, 2018 FROM 8:30 AM TO 1:00 PM

WHEREAS, the fourth annual Marin County Triathlon will occur on Saturday, November 3 and Sunday, November 4, 2018; and

WHEREAS, after reviewing plans for the event and the traffic patterns, City staff has determined and recommended that, in the interest of the safety and welfare of pedestrian and auto traffic in the Peacock Gap area, the following street should be temporarily closed to through traffic for the dates and times described below.

Street to be closed Saturday, November 3, 2018 from 8:30 a.m. to 11:30 a.m.

1. Pt. San Pedro Road from Riviera to Biscayne Drive

Street to be closed Sunday, November 4, 2018 from 8:30 a.m. to 1:00 p.m.

1. Pt. San Pedro Road from Riviera to Biscayne Drive

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL HEREBY RESOLVES AS FOLLOWS:

1. That all the above findings are true and correct;
2. That, pursuant to the authority of Vehicle Code section 21101(e), for the safety and protection of persons, both pedestrians and vehicle drivers, the City Council hereby authorizes the temporary closure of the above listed street for the date and times described above.

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 Monday, the 1st day of October 2018, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk



Agenda Item No: 5.f
Meeting Date: October 1, 2018

SAN RAFAEL CITY COUNCIL AGENDA REPORT
Department: Community Services
Prepared by: Brian Auger, Events Coordinator City Manager Approval: 

TOPIC: CLOSURE OF FOURTH STREET FROM SHAVER ST. TO H ST., AND ADJOINING STREETS FOR THE WEST END VILLAGE CELEBRATION FAMILY FUN DAY.

SUBJECT: RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF FOURTH STREET FROM SHAVER TO H STREETS, IDA STREET FROM SECOND STREET TO FOURTH STREET, G STREET FROM SECOND STREET TO FIFTH AVENUE, AND F STREET FROM FIFTH AVENUE TO LATHAM STREET FOR THE WEST END VILLAGE CELEBRATION FAMILY FUN DAY NOVEMBER 4, 2018 FROM 7 A.M. TO 10 P.M.

RECOMMENDATION:
Adopt a resolution authorizing temporary street closures.

BACKGROUND:
2018 is the sixth year of the West End Village Celebration Family Fun Day designed to celebrate the unique individualism of the West Village merchants and residents. The event features a variety of family fun from art exhibits, a children’s area with an artist activity zone, live music, a skate park and a variety of local as well as international foods. The event producer, Adam Violante is the owner of the Pint Size Lounge located at 1615 Fourth Street.

In addition to creating a celebratory day, the core goal of the event is to provide support to a featured non-profit organization by spreading awareness and gaining support for its cause through the festival. Past beneficiaries have included Image for Success (in 2009), the Ali Akbar College of Music (in 2011), and Children’s Cottage Cooperative (in 2016). The beneficiary has not yet been confirmed for 2018.

ANALYSIS:
The road closure engaged on Fourth Street for this event is within the traditional road closures and traffic management plan designed by City Staff for this event the last five years.

The following streets will be closed November 4, for the duration of the event, 7 a.m. and 10 p.m.:

- Fourth Street between Shaver Street to H Street
- Ida Street from Second Street to Fourth Street
- G Street from Second Street to Fifth Avenue
- F Street from Fifth Avenue to Latham Street

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

Traffic will be redirected to alternate routes by signage positioned by City Staff.

COMMUNITY OUTREACH:

The event producer will market the event and provide notification to local businesses and residences.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDED ACTION:

Adopt a resolution authorizing temporary street closures.

ATTACHMENTS:

1. Resolution
2. Proposal
3. Planning Timeline and Event Schedule
4. Map

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING TEMPORARY CLOSURE OF FOURTH STREET FROM SHAVER TO H STREETS, IDA STREET FROM SECOND STREET TO FOURTH STREET, G STREET FROM SECOND STREET TO FIFTH AVENUE, AND F STREET FROM FIFTH AVENUE TO LATHAM STREET FOR THE WEST END VILLAGE CELEBRATION FAMILY FUN DAY NOVEMBER 4, 2018 FROM 7 A.M. TO 10 P.M.

WHEREAS, the West End Village Celebration Family Fun Day 2018 will occur on Sunday, November 4, 2018; and

WHEREAS, after reviewing plans for the event and the traffic patterns, City staff has determined and recommended that, in the interest of the safety and welfare of pedestrian and auto traffic in the Downtown area, the below street(s) should be temporarily closed to through traffic for the date and times described below.

Streets to be closed Sunday, November 4, 2018 from 7 a.m. to 10 p.m.

1. Fourth Street from Shaver Street to H Street
2. Ida Street from Second Street to Fourth Street
3. G Street from Second Street to Fifth Avenue
4. F Street from Latham Street to Fifth Avenue

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL HEREBY RESOLVES AS FOLLOWS:

1. That all of the above findings are true and correct;
2. That, pursuant to the authority of Vehicle Code section 21101(e), for the safety and protection of persons, both pedestrians and vehicle drivers, the City Council hereby authorizes the temporary closure of the above listed streets for the date and times described above.

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 Monday, the first day of October 2018, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

West End Village Celebration Family Fun Day
Sunday, November 4 2018
Event Proposal by Adam Violante

As summer comes to a close, November is an opportune time to celebrate the start of fall season & what a better way to do that than with the West End Village Celebration Family Fun Day!

In years previous, we have been honored to have the generous assistance of the WEVNA, SRBID and The Target Fund; we are hoping to receive their assistance again this year. Each year we have had a designated primary non-profit organization; 2011: the Ali Akbar College of Music, 2009: Image for Success, 2016: Children's Cottage Cooperative was our featured non-profit. We always aim to help each organization by spreading awareness and gaining support for each one's causes through our festival.

The proposed event would consist of a three-block closure on Sunday, November 4th 2018, approximately between 7:00 am to 10:00 pm, of which 11:00 am to 7:00 pm will be the actual event time. 7:00 am – 11:00 am for setup and 7:00 pm to 10:00 pm for breakdown. The event will consist of one stage (approximately 12x15) at the corner of 4th and G streets. There will be approximately six food booths (10x10) located between G and F streets, as well as one beer and wine booth (10x20) located in close proximity of the stage. There will be a Kids Area consisting of two jumpies and an extensive interactive Arts & Crafts area, located from F Street to the middle of the block. Also featured in this area will be local artists and two 10x60 art galleries.

The stage performances will begin at approximately 11:00 am and continue to 7:00 pm. There will be approximately six acts, with the headliner TBA. There will be a raffle table located near the stage with donated goods from local merchants. We will invite local neighborhood associations and non-profits to have information booths on both ends of the festival.

The food service will begin at 11:00 am and continue through 7:00 pm. The food vendors invited will consist of local restaurants such as Whipper Snapper, Bordenave's and Johnny Doughnuts.

Beer and wine service will begin at 11:30 am and continue through 7:00 pm.

The security for this event will consist of the recommended amount of entities to cover the event perimeter to ensure alcohol does not leave the event area.

Event setup and breakdown will be staffed by local volunteers and assisted by the SR Street Team upon your recommendation. There will be garbage cans that will be emptied and re-lined throughout the event and emptied into a designated dumpster by said crew. The participating food vendors and arts & crafts vendors will be assisted by volunteers with breakdown and clean-up of their tents. The volunteers and cleanup crew will sweep and clean the street, as necessary.

From prior post-event feedback, we will be particularly conscious and aware of event clean-up and timely payment to all hired contractors for the event.

The 2008, 2009, 2011, 2014 and 2016 events were a great success, drawing upwards of 3,000 people throughout the day and in 2016 upwards of 3500. We expect attendance for 2017 to reach 3,000+ throughout the day. With the help of volunteers, talented musicians, artists, and restaurants, we plan to continue the tradition that gets bigger and better with each year.

Attachment 3. West End Village Celebration Family Fun Day Planning Timeline and Event Schedule

EVENT: West End Village Celebration Family Fun Day
DATE: Sunday, November 4, 2018

TIMELINE:

July 2018

Letter to City (rewritten, ready to present to Brian Auger 7/3/2018)

Brian Auger to add to City Council Agenda

Meeting with Jaime to figure out how to go about asking the BID about \$4,000 grant to West End Fest Celebration. (I.E. Letter to BID? Add to BID meeting as Agenda with Adam in person?)

Conduct Weather Study. Farmers Almanac. 94901 Year 2008 to present? Hi/Lo Temp? Rain?

Confirm date of commitment: Sunday, November 4th 2018, 11am – 7pm.

August 2018

Jed to create separate bank account for West End Fest Celebration.

Create breakdown of \$20,000 budget.

NEED FROM ADAM via EMAIL: Maps/Layouts, Food Vendor Apps, Arts and Crafts Vendor Apps, Sponsorship packages, copies of posters, links to videos, links to website, links to social media to be sent to EDA.

Create new graphics and logos for West End Fest Celebration (Darren?)

Get commitment from Proof Lab for Skate Area.

Get commitment from Kip for Art Area.

Create Sponsorship Packages for those who want to sponsor event.

Create Sponsorship packages for those who want to sponsor nonprofits.

Create list of sponsors and nonprofits.

Book bands, stage, and stage equipment.

September 2018

Get commitment of volunteers.

Finalize Website

Finalize Facebook

Attachment 3. West End Village Celebration Family Fun Day Planning Timeline and Event Schedule

Organize Block Managers (Volunteers)

- Block 1. Manager: Eda or Volunteer1? Nonprofits & Sponsors, kids Area
- Block 2. Manager: Proof Lab employee? Skate Area
- Block 3. Manager: Volunteer 2? Food & Drinks Area
- Block 4. Manager Pint Size employee? Music State Area
- Block 5. Manager Kip? Art Area
- Block 6. Manager: Volunteer 3? Vendors Area

Finalize liability insurance

October 2018

Finalize ABC Permit.

Staffing / Volunteer possible schedule shifts:

SHIFT 1: 10:30am – 6pm

SHIFT 2: 12pm – 7pm

SHIFT 3: 1pm – 5pm

SHIFT 4: 1pm – 6pm

SHIFT 5: 2pm – 7:30pm

Possible Band Timeline:

BAND 1: 11:10am – 11:55am

BAND 2: 12pm – 12:45pm

BAND 3: 12:55pm – 1:45pm

BAND 4: 2pm – 3pm

BAND 5: 3:15pm – 4:30pm

BAND 6: 4:45pm – 6:15pm

Possible Kids Non-Profits:

Fortnight

Youth in Arts

Art and Bloom

Play well

Blue Moon

Sunshine

NaNa

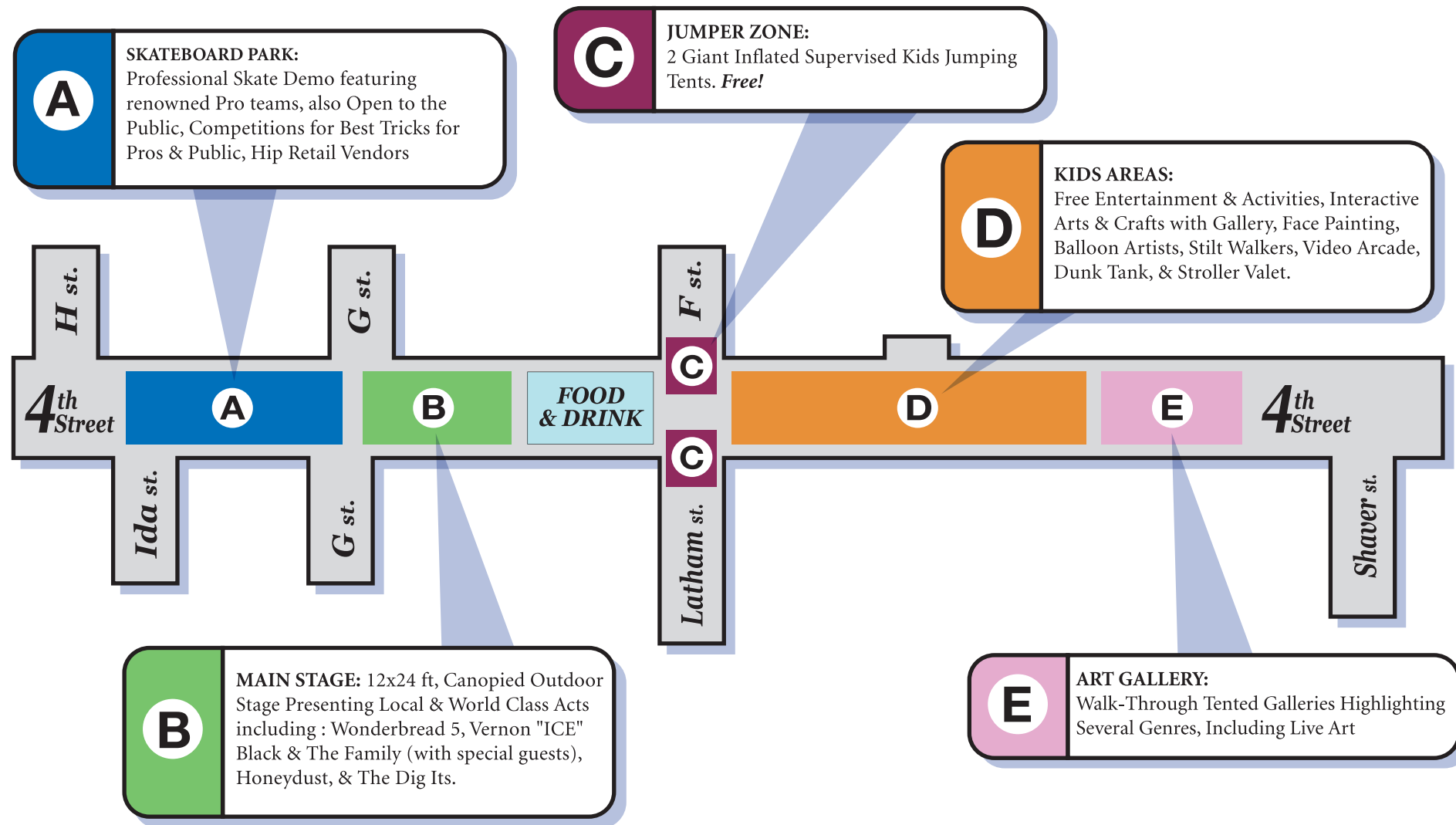
Big Brother Big Sisters

Boy and Girl Scouts

Paint Faces by Viva LaFrance



West End 4th Street, San Rafael (MAP)





HISPANIC HERITAGE MONTH

WHEREAS, as a community we welcome all good neighbors and recognize the contributions offered by a rich community tapestry of young and old, male and female, people of all colors and ethnic backgrounds, religious traditions, etc.; and

WHEREAS, we celebrate National Hispanic Heritage Month annually from September 15 to October 15 by honoring the histories, traditions and contributions of American citizens whose ancestors came from Latin America and Spain; and

WHEREAS, Marin County and San Rafael today embrace a growing and vibrant multicultural Latino community, with roots in Mexico, Central and South America, the Caribbean, and Spain, with many Spanish names still gracing our City, including San Rafael, Terra Linda, Las Gallinas, Santa Venetia, and San Pedro; and

WHEREAS, over thirty percent of the population of San Rafael is of Hispanic, Latino & Indigenous descent, and these residents contribute to the economic, cultural and historic fabric of our City; and

WHEREAS, over ten percent of City of San Rafael employees have Hispanic heritage and they contribute to the strength and diversity of the overall city workforce; and

WHEREAS, the City of San Rafael is proud to recognize its Hispanic/Latino leadership, including the Hispanic Chamber of Commerce of Marin, Canal Alliance, Latino Council, the Latino Unidos Club at Dominican University, and Canal Welcome Center; and

WHEREAS, San Rafael's California Film Institute has created "Viva el Cine", an important Latin Film Initiative that takes place during the Mill Valley Film Festival at the Christopher B. Smith Rafael Film Center,

WHEREAS, it is important to increase Hispanic cultural awareness and diversity by paying tribute to the valuable contributions made by Hispanic Americans to our business, cultural, and educational communities.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael, do hereby designate September 15 through October 15, 2018 as **HISPANIC HERITAGE MONTH** in the City of San Rafael and urge its residents to join in observing and recognizing the accomplishments of Hispanic Americans.

Mayor

Councilmembers

City Manager

Attested by my hand this ____ day of

City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval:

File No.: 08.06.69

TOPIC: SAN QUENTIN PUMP STATION RECONSTRUCTION

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR FINAL ENGINEERING DESIGN AND ENVIRONMENTAL CLEARANCE SERVICES ASSOCIATED WITH THE SAN QUENTIN PUMP STATION RECONSTRUCTION PROJECT, IN THE AMOUNT OF \$245,979, FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$374,017.

RECOMMENDATION: Adopt the resolution.

BACKGROUND: The City of San Rafael owns and operates 12 storm water pump stations, which pump water from low-lying areas to prevent flooding during storms. The San Quentin Pump Station, located in the saltwater marsh wetland behind Target and Home Depot off of Shoreline Parkway, was originally constructed in 1971. Since its construction, this pump station has been a workhorse for the area, lifting storm water from the detention ponds through the levee for discharge into the Bay.

In the City's 2017/2018 [Capital Improvement Program \(CIP\)](#), approved by the City Council on [June 5, 2017](#), the replacement of the San Quentin Pump Station was identified as the City's highest priority drainage capital improvement project due to its current condition and the wide area that it serves in east and south San Rafael.

On [December 18, 2017](#), the City Council approved a resolution authorizing the City Manager to enter into an agreement with CSW/Stuber-Stroeh Engineering Group, Inc. ("CSW/Stuber-Stroeh") for preliminary engineering services resulting in a Basis of Design/Feasibility Study.

ANALYSIS: The Basis of Design report studied the existing hydrology and hydraulics of the areas contributing storm water to the pump station, reviewed potential sizes and types of pumps to be utilized in the new pump station, and considered the advantages and disadvantages of relocating the pump station closer to the Bay from its current location, approximately 1,000 feet from the Bay.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

After studying the various conceptual layouts, major environmental barriers to clear the project for construction, and geotechnical implications of building in a marshland, staff recommends building a new pump station directly adjacent to the existing pump station. Doing so will minimize environmental impacts, reduce the scope and costs associated with construction, allow adequate room for construction and maintenance vehicles (given the narrow, tight access road leading to the station), minimize utility coordination, and lessen or eliminate the potential for any land acquisition. With the Basis of Design report complete, it is necessary to move the project into the engineering design and environmental clearance phase leading toward construction documents ready for advertisement.

Staff requested that CSW/Stuber-Stroeh provide a proposal outlining their scope and fee for the next phase of the project, which includes preparation of construction plans/specifications and environmental documents. The design team will coordinate with environmental regulatory agencies for securing any required permits. The attached resolution would authorize an amendment to the existing contract to include this additional work, with a compensation increase in the amount of \$245,979, bringing the contract total to \$374,017.

FISCAL IMPACT: The San Quentin Pump Station Project is listed in the [City's 2017/2018 CIP](#) as a multi-year project. Once the design is complete, an engineer's estimate can be made for construction and completion of the project. The following tables summarize current funding sources and expenses:

Project Budget:

Funding Sources	Amount
Storm Water Fund #205 (Previous Appropriation)	\$128,038
Storm Water Fund #205 (Proposed Appropriation)	\$245,979
Total Available Funds	\$374,017

Expenses:

Expenses	Amount
Basis of Design/Feasibility Study	\$128,038
Design and Environmental Clearance	\$245,979
Total Design Cost	\$374,017

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

1. Adopt the resolution authorizing the City Manager to execute a first amendment to the professional services agreement with CSW/Stuber-Stroeh.
2. Do not accept the proposal from CSW/Stuber-Stroeh and provide further direction to staff.

RECOMMENDED ACTION: Adopt the resolution authorizing the City Manager to execute a first amendment to the professional services agreement with CSW/Stuber-Stroeh for final engineering design and environmental clearance services associated with the San Quentin Pump Station Reconstruction Project in an amount of \$245,979 for a total contract not-to-exceed amount of \$374,017.

ATTACHMENTS:

1. Resolution Amending the Professional Services Agreement with CSW/Stuber-Stroeh
2. Exhibit 1 to Resolution: Amendment with attached Exhibit A: Amendment to Agreement

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR FINAL ENGINEERING DESIGN AND ENVIRONMENTAL CLEARANCE SERVICES ASSOCIATED WITH THE SAN QUENTIN PUMP STATION RECONSTRUCTION PROJECT, IN THE AMOUNT OF \$245,979, FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$374,017

WHEREAS, pursuant to City Council Resolution No. 14440, the City of San Rafael entered into a Professional Services Agreement dated December 26, 2017 with CSW/Stuber-Stroeh Engineering Group, Inc. (“CSW/Stuber-Stroeh”), for preliminary engineering design services associated with the San Quentin Pump Station Reconstruction Project (the “Project”) in an amount not-to-exceed \$128,038; and

WHEREAS, City staff determined that final engineering design and environmental clearance services are required to prepare construction plans/specifications as well as secure all environmental clearance documents and regulatory permits for the Project, and CSW/Stuber-Stroeh has submitted a proposal to provide such services; and

WHEREAS, staff has reviewed CSW/Stuber-Stroeh’s proposal and found it to be complete and within industry standards; and

WHEREAS, the costs for design and environmental clearance services of this Project will be fully funded through the Storm Water Fund (#205), and additional funds totaling \$245,979 shall be appropriated for the Project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The Council hereby approves and authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with CSW/Stuber-Stroeh for final engineering design and environmental clearance services in the amount of \$245,979 and a revised total contract value not to exceed \$374,017, in the form attached hereto as Exhibit 1 and incorporated herein by reference, subject to final approval as to form by the City Attorney.

2. \$245,979 shall be appropriated from the Storm Water Fund (#205) to the San Quentin Pump Station Reconstruction Project (Project No. 11334) to accommodate this amendment.
3. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 1st day of October, 2018, by the following vote, to wit:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBERS:**

ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR FINAL ENGINEERING
DESIGN AND ENVIRONMENTAL CLEARANCE SERVICES ASSOCIATED WITH
THE SAN QUENTIN PUMP STATION RECONSTRUCTION PROJECT**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **CSW/STUBER-STROEH ENGINEERING GROUP, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2018.

RECITALS

WHEREAS, pursuant to City Council Resolution No. 14440, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated December 26, 2017 for preliminary engineering design services associated with the San Quentin Pump Station Reconstruction Project (the “**Project**”) in an amount not-to-exceed \$128,038 (the “**Agreement**”); and

WHEREAS, **CITY** requires final engineering design and environmental clearance services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services;

AMENDMENT TO AGREEMENT

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

1. Paragraph 2 of the Agreement, entitled “**DUTIES OF THE CONTRACTOR**,” is hereby amended to include the additional services set forth in **CONSULTANT**’s proposal entitled “**Phase 2 – Scope of Work**” dated September 12, 2018, attached to this First Amendment as Exhibit “**A**” and incorporated herein by reference.
2. Paragraph 4 of the Agreement, entitled “**COMPENSATION**,” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit “**A**” to this First Amendment, on a time and materials basis in a not-to-exceed amount of \$245,979, and to change the total not-to-exceed amount under the Agreement to \$374,017.00. Such additional compensation shall be paid at the hourly rates for **CONSULTANT** as set forth in Exhibit “**A**,” attached to this First Amendment and incorporated herein by reference.

3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

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

CITY OF SAN RAFAEL

**CSW/STUBER-STROEH
ENGINEERING GROUP, INC.**

JIM SCHUTZ, City Manager

By: 

Name: Al Cronwell
Title of Corporate Officer: Pres.

ATTEST:

and

LINDSAY LARA, City Clerk

By: 

Name: Richard Souza, P.E.
Title of Corporate Officer: Secretary

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

PHASE 2 –SCOPE OF WORK

September 12, 2018

EXHIBIT A

Task 1: Project Management and Coordination

- a. Monthly Scheduling: CSW|ST2 will present a preliminary project schedule within a week of the contract amendment being fully executed. The schedule will be prepared using Microsoft Projects. We will include a table of tasks with percent completion, deliverable dates, regular design meetings, monthly meetings, and milestones. The schedule will be updated monthly and presented at each monthly meeting. As the design progresses and we monitor the schedule, we will present status reports to the City.
- b. Monthly Meetings: Our proposal includes up to four (4) regular design meetings. We will coordinate and prepare an agenda and updated schedule for each meeting. Following each meeting, we will generate a set of minutes outlining the issues discussed, identifying questions to be answered and whose court the ball to answer the question lies (action items) as well as a target date for completing. Since we are a local firm, we anticipate face-to-face meetings at the City office. If necessary, we can meet in our office or on-site to discuss or review specific items of concern.
- c. Stakeholder Meetings: We will assist the City to set up three (3) outreach meetings to present details of the project, identify construction hours, discuss access for local business' during construction and walk through the construction schedule and project duration. We will generate draft and final presentation materials for the City to review and comment. Following each meeting, we will provide meeting minutes.
- d. Utility Coordination: CSW|ST2 team will contact PG&E (gas/electric), to verify the extent of their existing facilities. We will work with the company to develop, to the extent possible, the capacity and (if necessary) extend their existing facilities. As requested by the City, we will send copies of the phased design plans. Copies of all written correspondence with the utility companies will be provided to the City.

*Deliverables: Monthly Project Schedules and Agenda (PDF)
Meeting Minutes (Word or PDF)
Correspondence with Utility Companies*

Task 2: Design - Plans, Specifications and Estimate (PS&E)

During the course of the project, CSW|ST2 along with Cammisa + Wipf and DLF Consultants will provide the City a 65%, 95%, and 100% submittals for a complete project (plans and specifications) ready for bidding and construction.

- a. Construction Plans: CSW|ST2 and Cammisa + WIPF Consultants will prepare construction plans which will include:
 - Existing Conditions Plan: CSW|ST2 will prepare an existing conditions plan showing existing right of ways, easement lines, and topographic information.
 - Demolition Plan: CSW|ST2 will prepare a demolition plan showing paving, utilities, and other existing site features to be removed. The demolition plan will show a profile view of the existing pump station and the existing facilities to be salvaged, if any, by the Contractor for the City.
 - Pump Station Layout Plan: CSW|ST2 will prepare a pump station layout plan which will show storm drain alignments, point coordinates for drainage improvements, dimensions, and distances to set control points in the field survey. The layout plan will be prepared for the 95% and 100% phases.



PHASE 2 –SCOPE OF WORK

September 12, 2018

- Pump Station Site Improvement Plan: CSW | ST2 will prepare a pump station site improvement plan which will be supported by design criteria in the basis of design. The plan will reference details and section views shown in the Detail Sheet.
 - Grading & Drainage Plan: CSW | ST2 will prepare a grading and drainage plan to show proposed finished spot elevations, conform areas, and section details. We will also identify location of storm drain pipes and related drainage structures. The plan will include the project cut and fill earthwork quantities.
 - Electrical Plans: Cammisa & Wipf will prepare electrical plan will include layout, diagrams, and details of the proposed electrical improvements.
 - Structural Plans: DFL will prepare structural plans for the proposed pump station improvements.
 - Detail Sheet: CSW | ST2 will provide typical details, notes, section views, profile views, and other design information.
 - Erosion Control Plan: CSW | ST2 will prepare an erosion control plan which will depict the use of Best Management Practices (BMP's) to reduce the effects of erosion and sediment control for this project. This plan will be prepared for the 95% and 100% phases.
- b. Technical Specifications: CSW | ST2 will prepare the civil technical specifications. Technical specifications will be prepared in CSI format (as approved by the City) for assembly by the City into a complete book of specifications for the project.
- c. Opinion of Probable Construction Cost: CSW | ST2 will provide a line item Opinion of Probable Cost for each of the phased improvements.
- d. Final Geotechnical Report: Miller Pacific will review and comment on the design plans. Additionally, MP will refine the draft geotechnical report prepared during the previous phase.

Deliverables: One (1) PDF 24x36 copy of 65%, 95%, and 100% Construction Plan Set, Technical Specifications, and Opinion of Probable Construction Cost
 One (1) Construction Plan Set in AutoCAD dwg format
 One (1) PDF copy of Plans, Technical Specifications, Opinion of Probable Construction Cost
 Response to Bidder Inquiries in Word

Task 3: Environmental Compliance and Permitting

- a. Initial Study/Mitigated Negative Declaration (IS/MND): WRA will prepare an Administrative Draft Initial Study for the proposed project utilizing the Appendix G Thresholds of Significance from the current version of the State CEQA Guidelines, as well as any City-approved Thresholds of Significance. The Initial Study will evaluate the potentially significant impacts of the proposed project as the project relates to the 18 environmental topics in the Environmental Checklist Form of the State CEQA Guidelines.

Based on the conclusions of the Initial Study, it is anticipated the project will qualify for a Mitigated Negative Declaration (MND) and that an Environmental Impact Report (EIR) will not be required. WRA will submit three (3) copies of the Administrative Draft Initial Study to the City for first review and comment.

WRA has also retained BASELINE and Alta Archaeological Consulting to assist with Hazards and Hazardous Materials and Cultural Resources, respectively. WRA will be responsible for the

**PHASE 2 –SCOPE OF WORK****September 12, 2018**

preparation of the Biological Resources technical analysis to support the Initial Study/Mitigated Negative Declaration. The scope of works for each of these technical reports for the Initial Study/Mitigated Negative Declaration are described below.

After providing the Administrative Draft Initial Study to the City for review, WRA will address all of the City's comments. It is assumed that the comments from the City will be consolidated into one set, which will aid the team in completing the documents in the most timely and efficient manner. WRA will prepare one copy of a Screencheck Draft Initial Study//Mitigated Negative Declaration that the City can review to confirm that all comments have been addressed.

Following completion of the 30-day public review period, WRA will respond to agency and public comments submitted on the Initial Study/Mitigated Negative Declaration. The extent of work necessary to complete the Final Initial Study/Mitigated Negative Declaration is contingent upon the number and nature of public comments received after the Draft Initial Study/Mitigated Negative Declaration is circulated. For the purposes of this proposal it is assumed that up to 16 hours will be required to respond to comments on the Draft Initial Study/Mitigated Negative Declaration.

It is assumed that City staff will assist in preparing the public mailer to be sent to nearby property owners as well as publishing said mailer in the Marin IJ and on the City's website informing the public of the 30-day public review period.

- b. Corps of Engineers and Regional Water Quality Control Board Regulatory Permit Applications (including "not likely to adversely affect" letter): WRA will prepare a permit application package for submission to the Corps and RWQCB based on information developed by the project engineers. It is assumed for the purposes of this scope of work that the Project will qualify under the Corps' Nationwide Permit (NWP) program, and that the project will not require more than ½ acre of impacts to wetlands and unvegetated waters abutting the project location (including conversion from wetland to unvegetated waters). The permit application package will address potential impacts to Corps and RWQCB jurisdiction and the necessary permit requirements, including:

- Basic notification requirements as to site location; project description; and type and amount of fill in potentially jurisdictional areas;
- Appropriate plan and cross sectional view figures that show proposed impacts to jurisdictional areas;
- Information to support a determination that the project will not affect cultural resources, based on the cultural resources report prepared for CEQA
- Information to support an informal consultation with the U.S. Fish and Wildlife Service, or if supported by substantial evidence, determination that the project will have no effect on endangered species
- Section 404 delineation map based on a site visit conducted by WRA staff
- Proposed compensatory mitigation for any permanent loss or type conversion of jurisdictional areas
- Anticipated schedule for project construction

Based on the potential presence of salt marsh harvest mouse in the wetlands adjacent to the project area, it is anticipated that the Corps of Engineers will require consultation with the U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act. Based on



PHASE 2 –SCOPE OF WORK

September 12, 2018

the minimal level of impacts anticipated from project construction, it is anticipated that a letter report with a determination that the project is “not likely to adversely affect” salt marsh harvest mouse will be sufficient documentation to support the project. The letter report will include a basic evaluation of the species with a description of commonly implemented avoidance measure for projects completed in salt marsh harvest mouse habitat. The report will be included as an attachment to the permit application package

WRA will act as the agent during the permitting process and will attend a delineation verification site visit with the Corps. Typically the Corps may request a site visit to discuss the proposed Project and potential impacts on areas within their jurisdiction.

- c. Coordination with Regulatory Agencies: This task includes coordination with the prime consulting engineer and/or City to regarding project timing and schedules, as well as coordination required with regulatory agencies for processing permits and various elements (such as specific details on preliminary project construction drawings) that are required in order to submit permit applications. If deemed necessary by the City, the design team will present the project in a Marin Project Coordination Meeting to solicit feedback from regulatory agencies prior to formally submitting applications to said agencies.

Deliverables: CEQA and Permitting documents

FEES

CSW|ST2 agrees to provide the services described above on a time and expense basis, in accordance with our current Hourly Rates and Billing Policy, a copy of which is enclosed. Invoices for services rendered will be issued on a monthly basis. We suggest you allow the following initial budgets:

Task 1: Project Management and Coordination	
a. Monthly Scheduling	\$ 2,000
b. Monthly Meetings	\$ 9,900
c. Stakeholder Meetings	\$ 4,500
d. <u>Utility Coordination</u>	<u>\$ 3,500</u>
Sub Total, Task 1	\$ 19,900
Task 2: Design - Plans, Specifications and Estimate (PS&E)	
a. 65% PS&E	\$ 68,153
b. 95% PS&E	\$ 75,183
c. 100% PS&E - Bid Set	\$ 31,243
d. <u>Final Geotechnical Report</u>	<u>\$ 9,500</u>
Sub Total, Task 2	\$ 184,079
Task 3: Environmental Compliance and Permitting	
a. Initial Study/MND	\$ 21,810
b. COE and RWQCB Permit Applications	\$ 10,340
c. <u>Coordination with Regulatory Agencies</u>	<u>\$ 9,850</u>
Sub Total, Task 3	\$ 42,000
TOTAL, TASKS 1-3	\$ 245,979



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Fax: 415.883.9835

Novato
Berkeley
Petaluma
Sacramento
Redwood City

CSW/Stuber-Stroeh Engineering Group, Inc.

Engineers | Land Planners | Surveyors

PROJECT NO.:

HOURLY RATES AND BILLING POLICY

Effective May 1, 2018 the following hourly rates will be charged for services rendered. (Rates subject to change):

<u>CIVIL ENGINEERING</u>	<u>HOURLY RATES</u>
Principal	\$ 235.00
Engineer Manager	\$ 235.00
Project Engineer V	\$ 205.00
Project Engineer IV	\$ 193.00
Project Engineer III	\$ 175.00
Project Engineer II	\$ 158.00
Project Engineer I	\$ 152.00
Senior Engineer	\$ 211.00 - \$ 222.00
Engineer V	\$ 163.00
Engineer IV	\$ 140.00
Engineer III	\$ 128.00
Engineer II	\$ 110.00
Engineer I	\$ 100.00
Senior Designer	\$ 186.00
Designer V	\$ 153.00
Designer IV	\$ 141.00
Designer III	\$ 128.00
Designer II	\$ 116.00
Designer I	\$ 110.00
Technician IV	\$ 110.00
Technician III	\$ 106.00
Technician II	\$ 100.00
Technician I	\$ 85.00
Project Coordinator/Office Manager	\$ 120.00
Project Assistant II	\$ 88.00
Project Assistant I	\$ 77.00

<u>SURVEYING</u>	<u>HOURLY RATES</u>
Survey Supervisor	\$ 198.00
Project Surveyor	\$ 175.00
Land Surveyor	\$ 153.00
Survey Technician	\$ 116.00
Two-Man Survey Party	\$ 275.00

Expert Witness / Arbitration Services are available at a negotiated rate.

All expenses for transportation will be charged at cost plus service charges at the rate of 10%.

Filing fees, checking fees, prints, and other *outside costs* (such as agency submittal/permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.

Billing will be monthly. Invoices are due and payable upon presentation. Interest at the rate of 1.5% per month commencing thirty (30) days after invoice date will be charged on delinquent accounts.

CSW/Stuber-Stroeh Engineering Group, Inc. reserves the right to suspend work on any project when invoices have not been paid within thirty (30) days after having been rendered.

<i>Client Initials</i>	<i>Consultant Initials</i>
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SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

Prepared by: Andrew Hening,
Director of Homeless
Planning & Outreach

City Manager Approval: 

TOPIC: RENTAL DISCRIMINATION

SUBJECT: PROVIDE FEEDBACK ON A DRAFT ORDINANCE ADDRESSING RENTAL HOUSING SOURCE OF INCOME DISCRIMINATION

RECOMMENDATION: Accept Information Report and Provide Direction to Staff.

BACKGROUND: In November of 2016, [the Marin County Board of Supervisors](#) adopted a Source of Income Fair Housing Ordinance intended to eliminate limitations in the provision of rental housing merely because a family, Veteran, or other renter receives third party rental assistance, such as a Housing Choice Voucher (Section 8), a Veterans Affairs Supportive Housing (VASH) Voucher, a Housing for People with AIDS Voucher, or the Shelter Plus Care Voucher. The County has asked that individual cities consider the adoption of a similar ordinance to create consistent rental opportunities throughout Marin, regardless of a renter's source of income.

ANALYSIS: When someone pays rent for a room, apartment, or house, there are a variety of ways in which they might source the revenue for that expense. They could use income from a job, a pension, disability or social security payments, money from a friend or parent, child support payments, or alimony payments. They may also receive rental assistance from the government or some other third party resource.

In 1968 Congress passed the Fair Housing Act, which was intended to protect buyers and renters from seller or landlord discrimination. Its primary prohibition makes it unlawful to refuse to sell to, rent to, or negotiate with any person because of that person's inclusion in a protected class. In 1974, Congress passed the Community Development Act, which created the Housing Choice Voucher (Section 8). Housing vouchers are not free housing. Voucher recipients are required to pay 30% of their income towards their housing expenses, and the voucher covers the rest.

The goal of the voucher program was two-fold. First, it was an opportunity to move away from the public housing model, wherein the government built and managed housing units. Chronically underfunded, these facilities often fell into disrepair and resulted in concentrations of poverty and crime. Second, the Fair Housing Act was passed in response to extensive and pervasive discrimination in the

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

housing market. Redlining, for example, was a government-endorsed policy that allowed financial lenders to deny home loans and insurance to people because they lived in “financially risky areas.” The Federal Housing Administration (FHA) set the industry standards for what type of mortgages the federal government would insure. Without ever showing proof, the FHA claimed that integrated neighborhoods would reduce home values, which would in turn increase mortgage. As a result, the FHA deemed neighborhoods with racially restrictive covenants as safer investments, effectively blocking people of color from moving to more affluent communities, even if they had the resources to do so (Source: Color of Law). Housing vouchers were seen as a way to affirmatively further fair housing because rental assistance would give people the opportunity to move out of public housing and/or neighborhoods that had been subject to redlining. This vision for using vouchers to reverse the impacts of past housing discrimination only works if people with vouchers actually have a meaningful choice in a community’s overall rental market.

50 years after the passage of the Fair Housing Act, housing discrimination persists in our community. To substantiate the need for source of income protections, the Marin Housing Authority reported to the Marin County Board of Supervisors that between January 1, 2014 and August 31, 2016 a total of 2,194 Housing Choice rental subsidy vouchers were issued to low-income Marin households. Nearly half were unable to find landlords in the county willing to accept their vouchers and, as a result, lost their vouchers. Rental listings advertising “no Section 8” were found to be common in Marin. As of September 2018, this practice still persists in San Rafael.

Current state law prohibits housing discrimination based on a person’s source of income (California Government Code Section 12921), but case law has established that California’s source of income discrimination law does not protect individuals or families with third party rental subsidies because rental payments do not qualify as a source of income when they are paid directly to the landlord (*i.e.* the third party provider pays the landlord directly, rather than the payment going to the tenant and then the tenant paying the landlord). State law, however, does not preempt municipalities from adopting a distinct Fair Housing Ordinance that recognizes third-party housing subsidies or vouchers as a source of income.

[The County of Marin](#), [the Town of Fairfax](#), and [the City of Novato](#) have all passed source of income ordinances to protect renters from potential discrimination. The proposed ordinance, modeled after these other communities, would prohibit the following activities related to source of income:

- A. To interrupt, terminate, or refuse to initiate any transaction in real property because of a tenant’s source of income.
- B. To include in the terms or conditions of a transaction in real property any discriminating clause, condition or restriction due to the tenant’s source of income.
- C. To refuse or restrict facilities, services, repairs or improvements because of the tenant’s source of income.
- D. To make, print, publish, advertise, or disseminate any notice, statement or advertisement with respect to a transaction in real property that indicates preference, limitation or discrimination based on source of income.

Importantly, the proposed ordinance would not prevent or hinder property owners and landlords from screening renters and retaining freedom of choice based on other factors such as total income, credit scores, rental history, references, etc. However, the source of income ordinance also establishes that an income requirement can only be applied to the tenant’s portion of the rent if they receive a third party

subsidy. For programs like Section 8, the federal government establishes market-rate payment standards for vouchers (see Exhibit 1 for the Marin Housing Authority’s current payment standards). The voucher holder contributes 30% of their income, and the voucher covers the rest up to the payment standard.

Exhibit 1 – Marin Housing Authority’s Current Payment Standards

Unit Size	2018 Fair Market Value	Payment Standard
Efficiency	\$2,014	\$1,813
1 Bedroom	\$2,499	\$2,250
2 Bedroom	\$3,121	\$2,809
3 Bedroom	\$4,070	\$3,663
4 Bedroom	\$4,346	\$4,346
5 Bedroom	\$4,998	\$4,998

Enforcement of the ordinance would occur through civil injunctive action. If a tenant believes the ordinance has been violated, they may seek redress through the courts. In addition, local civil rights advocacy agencies such as Legal Aide of Marin and Fair Housing Advocates of Northern California have committed to monitor and contact housing providers that are inconsistent with the ordinance based on complaints received.

PUBLIC OUTREACH: A courtesy notice (included as Attachment 2) was sent to the following organizations: Marin County Community Development Agency, the Marin County Housing Authority, the League of Women Voters, EDEN Housing, Marin Environmental Housing Collaborative, Sustainable Marin, Sustainable San Rafael, Fair Housing of Marin, Marin Builders Association, Public Advocates, Inc., Legal Aid of Marin, Marin Association of Realtors, Community Action Marin, Canal Alliance, the San Rafael Chamber of Commerce, the Downtown San Rafael Business Improvement District, Marin Continuum of Housing, the Housing Crisis Action Group, Aging Action Initiative, the Homeless Policy Steering Committee, Ritter Center, St. Vincent’s, Homeward Bound, Buckelew Programs, the Marin Center for Independent Living, the Marin Organizing Committee, and the Federation of San Rafael Neighborhoods.

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

OPTIONS: Staff is requesting feedback on the proposed source of income ordinance. In addition to the overall direction of this regulation, staff is seeking feedback on the following two policy questions:

1. 10.98.010 – Purpose. Do we want to explicitly say we are prohibiting all discrimination based on any source of income in general (e.g. child support, disability payments), or do we want to

more narrowly say we are prohibiting “discrimination on the basis of tenants’ participation in third party rental assistance programs”?

2. 10.98.050 – Exceptions. Do we want this ordinance to apply to all rental housing in San Rafael, or do we want to create an exception for certain types of units, for example, an owner-occupied single family residence that rents out a room? The current draft ordinance exempts “any housing unit in which the owner or any member of his/her family occupies one of the living units and it is necessary for the owner to use either a bathroom or kitchen facility common with the prospective tenant(s).” It does not, however, exempt units on the property that have their own entrance and facilities, even if the overall property is owner-occupied (e.g. a junior second unit, an accessory dwelling unit). The County of Marin originally passed their source of income ordinance with the owner-occupied exception; however, within six months they amended the ordinance to remove the exception. They cited the following two reasons. First, “the elimination of this exception is intended to simplify the process for understanding and determining Ordinance applicability.” Additionally, “in Marin, accessory dwelling units, junior accessory dwelling units, and room rentals are the principal form of new housing stock that is likely to be affordable to low- and moderate-income households.” In other words, insofar as these types of units are meant to address the broader affordable housing crisis, exempting them from the ordinance could undermine this long-term goal.

RECOMMENDED ACTION: Provide comments and feedback to staff.

ATTACHMENTS:

1. Draft Source of Income Ordinance.
2. Courtesy Notice

ORDINANCE NO. XXXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING THE SAN RAFAEL MUNICIPAL CODE BY ADDING NEW CHAPTER 10.98 RENTAL HOUSING SOURCE OF INCOME DISCRIMINATION

THE CITY COUNCIL OF SAN RAFAEL DOES ORDAIN AS FOLLOWS

DIVISION 1. FINDINGS.

WHEREAS, It is unlawful under federal and state statutes to restrict housing choice on the basis of race, color, disability, religion, sex, familial status, national origin, sexual orientation, marital status, ancestry, age, and source of income; and

WHEREAS, the City of San Rafael is committed to providing and preserving fair and affordable housing for all income levels; and

WHEREAS, the City of San Rafael wants to increase the availability of housing to all income levels and eliminate any limitations in the provision of housing, including discrimination based on a person's source of income; and

WHEREAS, the Marin Housing Authority, which administers the Housing Voucher Programs including the Housing Choice Voucher Program, also known as "Section 8," and the Veterans Affairs Supportive Housing Voucher Program reports a shortage of landlords participating in the program; and

WHEREAS, this shortage may reflect discrimination against tenants with Housing vouchers; and

WHEREAS, discrimination against housing voucher holders significantly reduces the stock of rental housing that is available to them; and

WHEREAS, California Government Code §12921 prohibits housing discrimination based on source of income as defined by §12955(p)(1), which does not protect Housing Choice voucher holders as established by case law (*SABI v. Sterling*, 183 Cal.App.4th 916 (2010)); and

WHEREAS, California and federal law further requires the County to identify impediments to providing affordable housing and to develop strategies for removing those impediments; and

WHEREAS, the City from time to time receives funding from the County to support its affordable housing initiatives; and

WHEREAS, in order to fulfill its commitment to fair housing, to increase affordable housing opportunities, and to fulfill its legal obligations it is necessary to prohibit housing discrimination based on source of income.

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

DIVISION 2. MUNICIPAL CODE AMENDMENT

Chapter 10.98 - RENTAL HOUSING SOURCE OF INCOME DISCRIMINATION

10.98.010 - Purpose.

It is the purpose and intent of the City of San Rafael in enacting this section that source of income-based discrimination does not occur in rental housing. This section does not intend to restrict or limit operational aspects of rental housing management, such as establishment of tenant rules, security requirements or other landlord/tenant conditions not related to sources of income or financial discrimination.

10.98.020 - Definitions.

For purposes of this section, the following definitions shall apply:

- a. "Source of income" as used in this chapter means all lawful sources of income and/or all payments from a rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy program, provided such funds are not paid directly to the tenant.
- b. "Person" means any individual, firm, corporation, or other organization or group of persons however organized.

10.98.030 - Prohibited Activity.

It is unlawful for any person to do any of the following related to the rental of real property for residential use as wholly or partially based on source of income, as defined herein:

- A. To interrupt, terminate, or fail or refuse to initiate or conduct any transaction in real property, including, but not limited to, the rental thereof; to require different terms for such transaction; or falsely to represent that an interest in real property is not available for transaction;
- B. To include in the terms or conditions of a transaction in real property any discriminating clause, condition or restriction due to source of income;
- C. To refuse or restrict facilities, services, repairs or improvements for any tenant or lessee;
- D. To make, print, publish, advertise, or disseminate in any way, or cause to be made, printed or published, advertised or disseminated in any way, any notice, statement or advertisement with respect to a transaction in real property, or with respect to financing related to any such transaction, which unlawfully indicates preference, limitation or discrimination based on source of income.
- E. It is unlawful for any person to use a financial or income standard for the rental of housing that does either of the following:
 - 1. Fails to account for any rental payments or portions of rental payments that will be made by other individuals or organizations, including by a rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy program, on the same basis as rental payments to be made directly by the tenant or prospective tenant;
 - 2. Fails to account for the aggregate income of persons residing together or proposing to reside together or an aggregate income of tenants or prospective tenants and their cosigners or proposed cosigners on the same basis as the aggregate income of

married persons residing together or proposing to reside together, so long as legal occupancy limits are not exceeded.

10.98.040 - Exceptions.

A. Nothing in this chapter shall be construed to apply to the rental or leasing of any housing unit in which the owner or any member of his/her family occupies one of the living units and it is necessary for the owner to use either a bathroom or kitchen facility common with the prospective tenant(s).

B. Nothing in this section shall be deemed to permit any rental or occupancy of any dwelling unit or commercial space otherwise prohibited by law.

C. Nothing in this chapter shall be construed to prohibit a requirement for a guarantor or cosigner based on amount of income or credit worthiness.

10.98.050 - Civil injunctive relief.

Any aggrieved person may enforce the provisions of this section by means of a civil injunctive action. Any person who commits, or proposes to commit, an act in violation of this section may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this section may be brought by any aggrieved person, by county counsel, the district attorney, the City attorney, or by any person or entity which will fairly and adequately represent the interests of the protected class.

10.98.060 - Civil liability.

Any person who violates any of the provisions of this section or who aids in the violation of any provisions of this section is liable for, and the court must award to the individual whose rights are violated, three times the amount of special and general damages, or, in the case of unlawful discrimination in the rental of a unit, three times the amount of one month's rent that the landlord charges for the unit in question.

The court may award in addition thereto not less than two hundred dollars (\$200.00) but not more than four hundred (\$400.00), together with attorney's fees, costs of action, and punitive damages. Civil actions filed pursuant to this section must be filed within one year of the alleged discriminatory acts.

10.98.070 - Criminal penalty.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period not exceeding six months, or both.

DIVISION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, since it can be seen with certainty that there is no possibility that this Ordinance or its implementation would have a significant effect on the environment (14 Cal. Code Regs. Section 15061(b)(3)).

DIVISION 4. PUBLICATION; EFFECTIVE DATE

This Ordinance shall be published once in full before its final passage in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California and shall be in full force and effect 30 days after its final passage.

GARY O. PHILLIPS, Mayor

ATTEST:

LINDSAY LARA, City Clerk

The foregoing Ordinance No. _____ was read and introduced at a regular meeting of the City Council of the City of San Rafael on the _____ day of _____, 2018, and was ordered passed to print by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

and will come up for adoption as an Ordinance of the City of San Rafael at a regular meeting of the City Council to be held on the _____ day of _____, 2018.

LINDSAY LARA, City Clerk



NOTICE OF PUBLIC MEETING – CITY COUNCIL

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

PROJECT: RENTER PROTECTION- DRAFT ORDINANCE FOR SOURCE OF INCOME DISCRIMINATION - Presentation on and discussion of a draft “source of income discrimination” ordinance, which would prohibit a landlord from explicitly refusing to accept governmental funding sources from a potential tenant (e.g., Section 8 voucher). This topic is scheduled as a follow-up discussion to the City Council’s general housing discussion on August 20, 2018; File No.: P18-010.

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

MEETING DATE/TIME/LOCATION: Monday, October 1, 2018, 7:00 p.m. City Council Chambers, 1400 Fifth Ave at D St, San Rafael, CA

FOR MORE INFORMATION: Contact Andrew Hening, Director of Homeless Planning & Outreach at (415) 485-3055 or Andrew.hening@cityofsanrafael.org. Mr. Hening’s office is located at City Hall, 3rd floor, which is open from 8:30 a.m. to 4:30 p.m. on Monday through Thursday, and from 8:30 a.m. to 1:30 p.m. on Friday. You can also view the staff report after 5:00 p.m. on the Friday before the meeting at <http://www.cityofsanrafael.org/meetings>.

WHAT WILL HAPPEN: You can comment on the source of income discrimination topic and draft ordinance. The City Council will consider all public testimony. The City Council will be requested to provide direction on moving forward with an ordinance, which will require a scheduled public hearing.

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

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

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

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

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

To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.



SAN RAFAEL
THE CITY WITH A MISSION

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

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

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SAN RAFAEL

THE CITY WITH A MISSION

Community Development Department

1400 5th Avenue

San Rafael, CA 94901

«PROP_ID»

«NAME»

«ADDRESS»

«CITY», «STATE» «ZIP4» «Next Record»

PUBLIC NOTICE REGARDING A PROPOSED PROJECT IN YOUR NEIGHBORHOOD



SAN RAFAEL
THE CITY WITH A MISSION

Community Development Department
1400 5th Avenue
San Rafael, CA 94901

«PROP_ID»
«NAME»
«ADDRESS»
«CITY», «STATE» «ZIP4»

PUBLIC NOTICE REGARDING A PROPOSED PROJECT IN YOUR NEIGHBORHOOD



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development & Community Services

Paul A. Jensen

**Prepared by: Paul Jensen, Director
Susan Andrade-Wax, Director**

City Manager Approval: _____ *AS*

TOPIC: TISCORNIA MARSH – EAST CANAL STREET

SUBJECT: REQUEST FOR CITY ENDORSEMENT OF MEASURE AA APPLICATION FOR TISCORNIA MARSH HABITAT RESTORATION & SEA LEVEL RISE ADAPTATION PROJECT LOCATED NORTH OF EAST CANAL STREET. MARIN AUDUBON SOCIETY, APPLICANT AND PROPERTY OWNER; CITY OF SAN RAFAEL, PROPERTY OWNER. APNS 009-142-01 & 009-032-06. CASE NO. P18-015.

RECOMMENDATION:

Adopt a resolution authorizing the Mayor to sign a letter endorsing the Measure AA application by Marin Audubon Society

BACKGROUND:

Tiscornia Marsh & Environs

The Tiscornia Marsh site covers 20 acres of tidal marsh and bay lands located north of East Canal Street. The property, which is owned by Marin Audubon Society (MAS), is bound to the: a) south by a shoreline levee, Schoen Park (small City-owned park/playground) and Canal Street; b) west by the Albert J Boro Community Center and Pickleweed Park; c) east by the San Rafael Bay; and d) north by the San Rafael Creek. The neighboring Albert J. Boro Community Center and Pickleweed Park cover approximately 15 acres, which includes an active community center, community park and an expansive playfield. Included in the City-owned holdings is an undeveloped, four-acre diked salt marsh, which is located north of the large playfield. Although subject to flooding in the winter months, this diked salt marsh is enclosed by a perimeter levee and contains a well-used, informal pedestrian trail, which loops through the area. The Tiscornia Marsh and environs, or surrounding area, are presented in the attached Site Area Map (Attachment 1).

The Tiscornia Marsh has experienced considerable erosion along its bayward edge, which is attributed to direct wave action from the Bay. Over the last 30 years, approximately three acres of the tidal marsh has been lost to this erosion, which has dramatically impacted habitat for species, such as the Ridgway's

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

rail and salt marsh harvest mouse. Under current conditions, it is expected that this erosion will continue and will likely increase as sea level rises. The second critical issue for this general area is flooding. The adjacent Canal neighborhood is low-lying and is currently at risk of coastal flooding (as well as sea level rise).

Measure AA

In June 2016, the voters of the nine Bay Area counties approved Measure AA, a parcel tax measure. The tax measure is a \$12.00 per year tax on every parcel in the Bay Area. The purpose of Measure AA is to generate \$500 million over a 20-year period for critical tidal marsh restoration projects around the San Francisco Bay. The goal is to improve water quality, restore habitat for wildlife, protect communities from flooding, and increase shoreline public access.

Applications for Measure AA funds for local restoration projects are initiated annually. The first call for applications was made last year. In response to the first call, the City of San Rafael applied for the Spinnaker Point diked marsh restoration project, but the City was not successful in securing the funds. A second call for applications has been made and must be filed on October 26, 2018.

Project Description

The Marin Audubon Society is applying for Measure AA funds to advance a conceptual design developed by Environmental Science Associates (ESA), their consultant team. Funded by a grant from the Marin Community Foundation, the consultant team initially developed and assessed several alternatives, which resulted in the selection of a preferred alternative: restoring a portion of the San Rafael shoreline that encompasses: a) the 20-acre Tiscornia Marsh; b) the City-owned, four-acre diked salt marsh immediately north of Pickleweed Park; and c) a portion of the levee and trail fronting Schoen Park and Pickleweed Park. The site setting is shown in Attachment 1. A conceptual design for the restoration was completed in July 2018 (Attachment 2), which was supported by funding from the Marin Community Foundation. The goals of the conceptual design phase are to:

- Identify a nature-based approach for sea-level rise adaptation for Tiscornia Marsh and the Canal community that provide this segment of the San Rafael shoreline with an adaptation solution consistent with City-wide strategies to be developed over the long term; and
- To raise awareness of climate change and sea-level rise issues within the adjacent Canal Community and other residents.

The preferred conceptual design alternative involves:

- Restoring 10 to 15 acres of marsh in front of the existing site.
- Raising a 300-to-400 foot stretch of levee adjacent to Schoen Park, and constructing a low-sloping ecotone on the Bay side of the levee to mitigate future erosion hazards and provide a better range of upland habitat for species at the site.
- Setting back the existing levee encircling the diked property north of Pickleweed Park and building a new setback levee adjacent to the northern edge of the park playfield that would connect with existing adjacent levees.

As stated, the conceptual design would have the following beneficial impacts to the City:

- To maximize flood protection for the Canal community and minimize impacts to the existing marsh, the levee in front of Schoen park would be raised and realigned, with an expected encroachment of 20 to 30 feet into Schoen Park.
- Setting back the existing levee in the parcel north of Pickleweed Park would involve opening the City-owned parcel to tidal action (to restore the isolated marsh that exists there now) and would

lead to realignment of the existing public trail on a new setback levee running along the northern boundary of the soccer field at Pickleweed Park.

- Where possible, the east-facing levee fronting Pickleweed Park could be improved by raising low areas and providing a flatter Bay-side ecotone slope where possible.
- The project would expand public access by extending the Bay Trail on top of the levee and would support improvement of the children's playground.

Three aspects of the conceptual design would take place on City-owned property and require support from the City:

1. Encroachment of improved levee onto Schoen Park parcel:

For the raised flood protection levee, the project design team assessed three footprints, ultimately choosing an alignment that would preserve the existing marsh and provide the most long-term flood protection to the community. However, this design would encroach onto City-owned property near Schoen Park by 20 to 30 feet (Attachment 4). The total fill footprint would be approximately 80 feet wide. The toe of the ecotone would meet the edge of the existing marsh, which is closest to the levee at the west end and further from the levee at the east end. Under this alternative, the expanded levee would likely require removal of three mature pine trees within the playground. This alternative would also necessitate removing or reconfiguring the playground to accommodate the fill area.

2. Restoration of City-owned diked pickleweed marsh:

The preferred alternative includes construction of a new setback levee along the north side of the soccer field to maintain or improve existing levels of flood protection for the Al Boro Community Center, Pickleweed Park, and the Canal neighborhood from coastal flooding. After constructing the setback levee, the existing dike would be lowered and breached, effectively opening this segment to tidal action and restoring a large amount (3 to 4 acres) of tidal wetland. In addition to the expected habitat benefit, this alternative would allow for improvement of a greater distance of levee (1,000 feet from 400 feet) in front of the Canal Community.

3. Potential Improvements to East-Facing Levee along Pickleweed Park:

The existing levee along the eastern edge of Pickleweed Park is located outside of the MAS property on Tiscornia Marsh. However, if the design aspects described above are adopted, it may be beneficial to improve portions of this levee, by raising the levee crest in low areas and creating a flatter, ecotone slope on the Bay side where space allows. In addition to the habitat and flood protection benefits that this action would provide, it would provide a clear benefit to the community by connecting the improved levee sections described above, creating a single, contiguous levee improvement from the northwestern edge of Pickleweed Park to the eastern edge of Schoen Park (approximately 1,600 feet of improved levee).

The Marin Audubon Society is seeking a letter of Measure AA application support/endorsement from the City Council. The grant funding that Marin Audubon Society seeks is to take the conceptual design to the next design level and to complete the documents/studies needed to complete environmental (CEQA) review.

ANALYSIS:

The project presents an excellent opportunity to combine habitat restoration with sea level rise adaptation. Staff presents the following comments on the plan and Measure AA application:

Relationship with San Rafael General Plan 2020

The conceptual design plan has been reviewed for consistency with the pertinent policies and programs of the [San Rafael General Plan 2020](#). The following are the key policies and programs:

Parks/Open Space, Conservation and Water land use designations. The conceptual design, which proposes to enhance existing natural resources would be consistent with the purpose and allowed uses set forth in these land use designations.

Policy CON-1, Protection of Natural Resources. As proposed, the conceptual design would promote the protection and enhancement of wetlands, diked bay lands and the public shoreline.

Policy OS-3, Open Space Use. As proposed, the conceptual design would promote the protection and preservation of the natural value of open space and wildlife habitat areas, while continuing to provide recreational use.

Policy OS-4, Access to Open Space. The conceptual design proposes to enhance and expand the public access along the shoreline. Specifically, the conceptual design would widen and raise the shoreline levee north of Canal Street, which would improve the public access path. Further, the conceptual plan proposes to install a new levee with a public pedestrian path around the northern and northeastern edge of the Pickleweed Park playfields.

Review by Park & Recreation Commission

On September 20, 2018, the Park & Reaction Commission reviewed the conceptual design and the Measure AA application. The Commission voted (5-0-2) to recommend to the City Council support of the conceptual plan. The Commission recommended to MAS representatives to include additional amenities in and around Bay Trail, such as picnic benches, seating, and fitness stations.

Relationship to BayWAVE Vulnerability Assessment

In 2016, the County of Marin Department of Public Works completed the [Marin Bay Waterfront Adaptation and Vulnerability Evaluation](#), which is known as BayWAVE. BayWAVE recognizes Southeast San Rafael as an area of critical resources, high density residences, and businesses that are at risk to sea level rise. At this time, an adaptation plan/program has not been developed for BayWAVE but is underway as the second phase of this assessment. However, the measures that are presented in the conceptual design (wetland restoration, retreat and levee reinforcement) are the type of adaptation measures envisioned by the BayWAVE effort.

Climate Change – Sea Level Rise White Paper (2014)

In January 2014, the City completed *Climate Change – Sea Level Rise, San Rafael, CA – White Paper* (white paper). This white paper was prepared as a first step in responding to the City’s Climate Change Action Plan (CCAP), which called for a need to address sea level rise. While the white paper ([link](#)) is not a technical study, it provides basic information on San Rafael’s low-lying areas that are vulnerable to projected sea level rise (presented in Appendix A of white paper). The Southeast San Rafael shoreline, which extends from the mouth of the San Rafael Creek to the Richmond-San Rafael Bridge was identified as a critical area of concern.

The white paper also identifies opportunity areas for potential adaptation (presented in Appendix B of white paper). The Tiscornia Marsh is part of the outboard bay lands and mudflats identified as an opportunity area for employing measures such a “horizontal levee” or “living shoreline.” Further, the diked marshland north of the Albert J. Boro Community Center was identified as a potential opportunity area for “possible retreat and return to tidal marsh.” Lastly, the concept proposes to reinforce and raise a

portion of the shoreline levee. So, combining the City properties with the restoration of the contiguous Tiscornia Marsh is not only logical but wise for long-range adaptation planning.

Relationship to Climate Change Action Plan

The current [San Rafael Climate Change Action Plan \(CCAP\)](#) was adopted by the City in 2009. In 2011, the CCAP was incorporated into the General Plan 2020 resulting in the addition of a Sustainability Element. The CCAP is currently being updated by a working group composed of community members and sustainability advocates. Although this update is not yet completed, the working group has expressed the importance of ensuring that there is adaptation planning moving forward. The Tiscornia Marsh project would be consistent with this intent.

Relationship to Resilient by Design

In early 2017, the [Resilient by Design – Bay Area Challenge](#) (RbD) was launched as a collaborative research and design project to initiate innovative solutions to adapting to sea level rise for the Bay Area region. The “Central San Rafael Reach,” which encompasses the low-lying Southeast San Rafael area was chosen as one of the 10 study areas. The Bionic Team (team of technical consultants) was selected and assigned to study the Central San Rafael Reach. On August 20, 2018, [the Bionic Team presented its RbD findings and recommendations](#) to the City Council. The proposed Tiscornia Marsh restoration/adaptation project would reinforce the Bionic Team’s short- and mid-term recommendations for this portion of the study area. Specifically, the Bionic Team recommends: a) reinforcing and protecting the Albert J Boro Community Center site by raising the elevation of the center site; b) returning the diked marsh to tidal action; and c) creating a new levee along the northern border of the play fields, which would also serve as a new public shoreline path.

Future Review Process & Actions

If the Marin Audubon Society is successful in securing Measure AA funds, a more detailed plan for restoration and adaptation will be prepared, along with supportive studies for CEQA review. At that stage in the process, the project will require City review for land use and design approvals (Use and Environmental and Design Review Permits), as well as environmental clearance.

ENVIRONMENTAL REVIEW:

At this time, the project involves a request for Measure AA funds to complete a more detailed plan for restoration. The current request is akin to a planning or feasibility study, which qualifies for a statutory exemption under California Environmental Quality Act (CEQA) Guidelines Section 15262. If the Measure AA funds are granted, a more detailed plan for this restoration/adaptation project will be developed, which will be subject to environmental review. The City will serve as the lead agency in completing the environmental review.

COMMUNITY OUTREACH:

A courtesy notice of this meeting was mailed to surrounding property owners and to key stakeholders, including Shore-up Marin, Sustainable San Rafael, Sustainable Marin, County of Marin, and local environmental organizations.

As part of this initial conceptual review process, the Marin Audubon Society, in coordination with Shore-up Marin, held a community meeting earlier this year at the Albert J. Boro Community Center. The community meeting was attended by approximately 75 Canal neighborhood residents and business owners.

FISCAL IMPACT:

Support and endorsement of the Measure AA application would have no fiscal impact on the City of San Rafael. Should the Measure AA funds be awarded to this project, the next level of planning would be fully funded. The Marin Audubon Society would take the lead in seeking funds for ultimate permitting and construction. Although the preferred conceptual design plan includes restoration of City-owned land north of Pickleweed Park, it is not expected that City funds will be requested or needed to support permitting and construction.

OPTIONS:

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

1. Adopt resolution as recommended by staff, which endorses the Measure AA application and includes the diked marsh owned by the City;
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt resolution.

ATTACHMENTS:

1. Resolution
2. Site Area Map
3. Preferred Alternative
4. FEMA 2016 Flood Insurance Map
5. Footprint and cross-section for improved levee in the vicinity of Schoen Park

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LETTER OF
ENDORSEMENT AND SUPPORT FOR THE MARIN AUDUBON SOCIETY'S
MEASURE AA APPLICATION TO FUND THE TISCORNIA MARSH HABITAT
RESTORATION & SEA LEVEL RISE ADAPTATION PROJECT (CANAL ST.)**

WHEREAS, in 2016, the voters of the nine Bay Area counties approved Measure AA, a parcel tax measure. The purpose of Measure AA is to generate \$500 million over a 20-year period to fund critical marsh restoration projects around the San Francisco Bay; and

WHEREAS, Marin Audubon Society owns the Tiscornia Marsh, which is a 20-acre tidal marsh and bay lands located north of East Canal Street, and east of the Albert J Boro Community Center and Pickleweed Park. Over the past 30 years, Tiscornia Marsh has experienced considerable erosion along the bayward edge; and

WHEREAS, in 2017, Marin Audubon Society received a grant from Marin Community Foundation to develop a nature-based design concept to address sea level rise at the Tiscornia Marsh site; and

WHEREAS, on behalf of Marin Audubon Society, Environmental Science Associates (ESA), environmental consultants developed and assessed several conceptual design alternatives. The preferred conceptual design presents a restoration of Tiscornia Marsh and raising the shoreline levee and path. Included in the preferred conceptual plan is the City-owned, four-acre diked salt marsh located north of the Pickleweed Park playfields; and

WHEREAS, the preferred conceptual design plan would be; a) consistent with the policies and programs of the San Rafael General 2040 that support the protection and enhancement of open space; b) implement sea level rise adaptation supported by the City's Climate Change Action Plan, Marin BayWAVE, and the City's Sea Level Rise White Paper; and

WHEREAS, on September 20, 2018, the Park & Recreation Commission reviewed the preferred conceptual design plan and Measure AA application. On a 5-0-2 vote, the Commission recommended to the City Council support for this conceptual design plan and application; and

WHEREAS, at a regular City Council meeting held on October 1, 2018, the Tiscornia Marsh restoration and adaptation project and Measure AA application was presented, public comment was accepted, and the City Council discussed the report findings and recommendations.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor to sign, on behalf of the City Council, a letter of endorsement and support for Marin Audubon Society's Measure AA application to the Measure AA application to fund the Tiscornia Marsh Habitat Restoration and Sea Level Rise Adaptation Project.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 1st day of October 2018 by the following vote to wit:

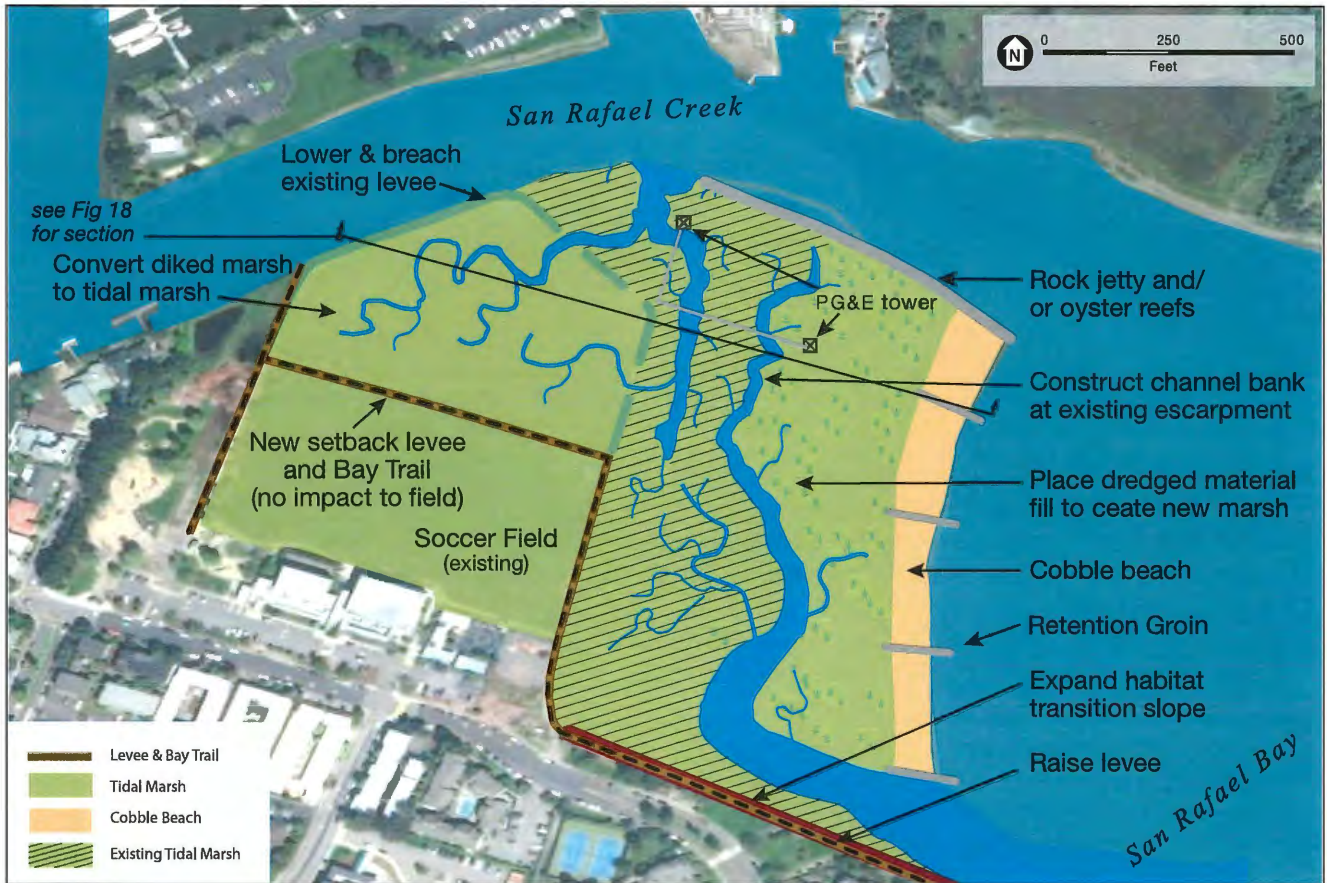
AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

LINDSAY LARA, City Clerk



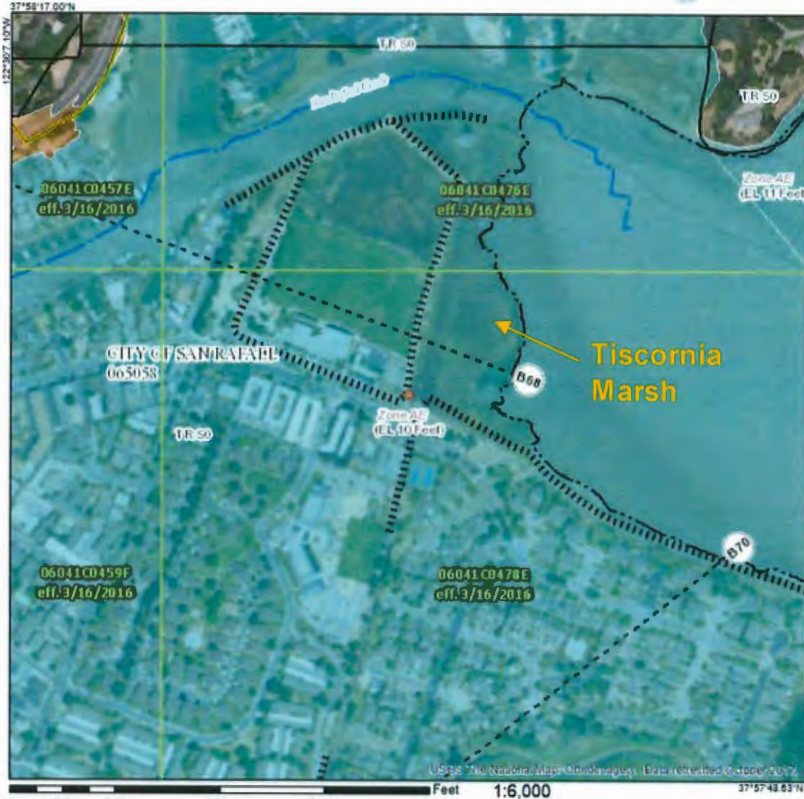


National Flood Hazard Layer FIRMette



Legend

SEE FIR REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIR PANEL LAYOUT



- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone X, X-1, X-2
 - With BFE or Depth Zone AE, AO, AH, VE, VE-1, VE-2
 - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone Z
 - Future Conditions 1% Annual Chance Flood Hazard Zone Z
 - Area with Reduced Flood Risk due to Levee. See Notes. Zone D
 - Area with Flood Risk due to Levee Zone D
- OTHER AREAS**
 - Area of Minimal Flood Hazard Zone X
 - Effective LDMRs
 - Area of Undetermined Flood Hazard Zone O
- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
- OTHER FEATURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
- MAP PANELS**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

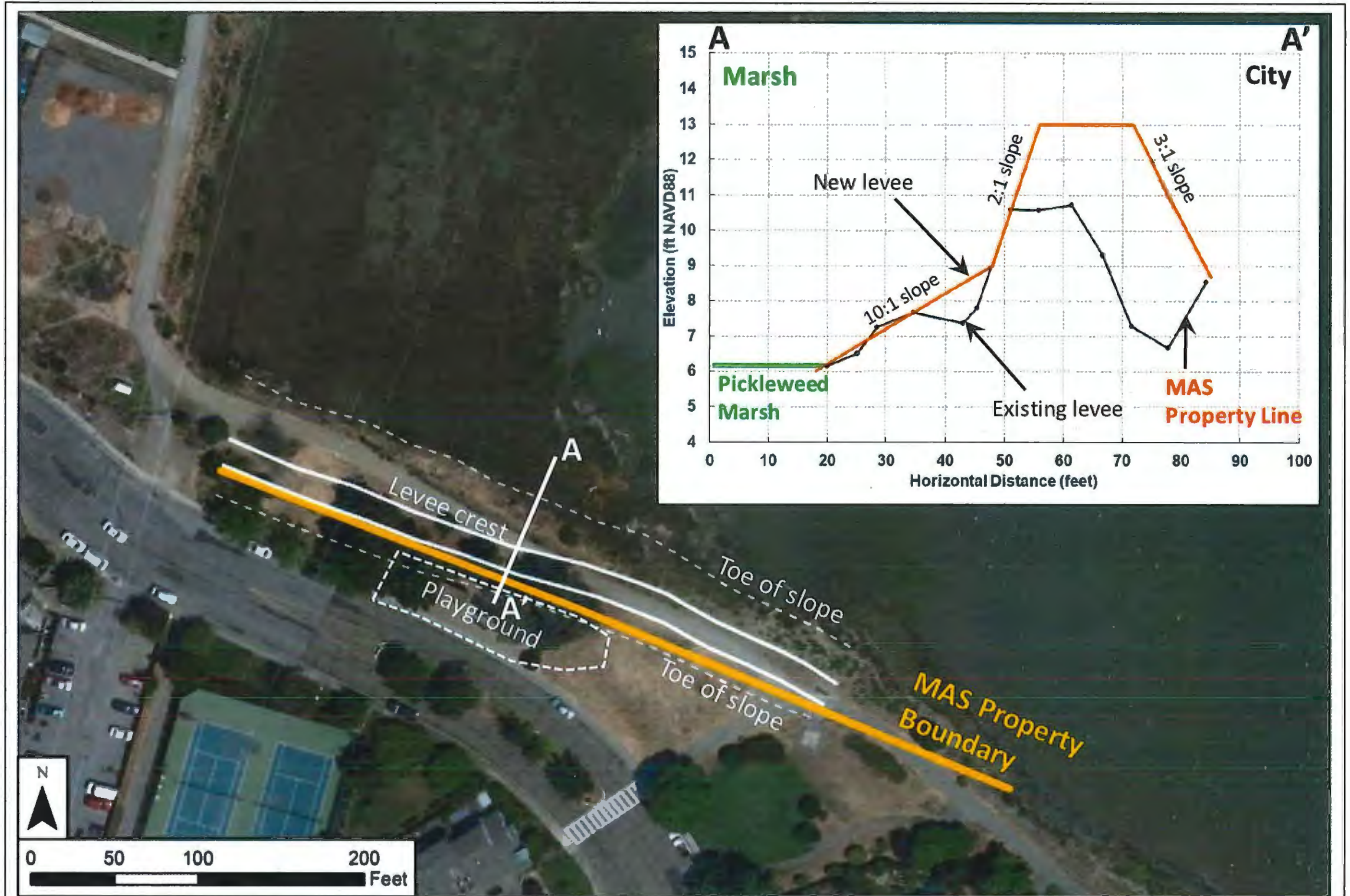
The flood hazard information is derived directly from the authoritative NFRL web services provided by FEMA. This map was exported on 7/24/2018 at 1:39:10 PM and does not reflect changes or amendments subsequent to this date and time. The NFRL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FIR panel number, and FIR effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SOURCE: FEMA

Tiscornia Marsh Habitat Restoration, D160888.00

Attachment 3
FEMA 2016 Flood Insurance Rate (Flood Zone) Map





SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire Department

Prepared by: Christopher Gray, Fire Chief

City Manager Approval: _____

TOPIC: FIRE CHIEF OFFICER SERVICES FOR MARINWOOD

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND MARINWOOD COMMUNITY SERVICES FOR FIRE PROTECTION, EMERGENCY SERVICES, AND PERSONNEL SHARING TO INCLUDE FIRE CHIEF OFFICER SERVICES

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the Joint Exercise of Powers Agreement between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing to include Fire Chief Officer Services, subject to compliance with notice requirements to affected employee labor groups pursuant to the Meyers Miliias Brown Act (MMBA).

BACKGROUND:

The City of San Rafael (City) and the Marinwood Community Services District (Marinwood) provide shared fire protection services in each other’s service area (collectively referred to as the “unified operational area”). This arrangement between the City and Marinwood is articulated in a [joint powers agreement that was approved by the City Council in 2014](#).

The joint powers agreement outlines an interagency personnel deployment and operational structure that include the following topics: sharing of personnel on a voluntary basis; creation of a staffing plan to be developed and implemented by the Fire Chief of the City and the Fire Chief of Marinwood; and budgeting and reimbursement of overtime pay costs relating to personnel sharing. For full details of the operational agreement, please see the executed joint powers agreement (Attachment 1).

Operationally, the San Rafael and Marinwood Fire Departments have worked, trained and served the San Rafael and Marinwood communities together for many years. Together, they have provided 24/7 operational fire and paramedic coverage to the community: supported by 9-1-1 call services, joint training opportunities, fire prevention, emergency management, and environmental management services, records management and equipment support; and administrative support services.

Marinwood officials have expressed that their jurisdiction is currently in need of obtaining Fire Chief Officer Services necessary for the administration and operations of the Marinwood Fire Department.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

ANALYSIS:

Over the past several months, officials and staff from both the City and Marinwood, including each jurisdiction's Fire Chief, have met to explore options to enhance the existing joint powers agreement between the two agencies to include Fire Chief Officer Services. City staff has determined that the City, through its Fire Chief, the San Rafael Fire Department command staff, and other personnel, possesses the skills, expertise and other necessary resources needed to satisfy Marinwood's current need for Fire Chief Officer Services.

Through mutual discussions between City and Marinwood staff, both parties have identified a recommendation to amend the existing joint powers agreement to include Fire Chief Officer Services. By incorporating Fire Chief Officer Services into the existing joint powers agreement via an amendment, both the City and Marinwood would maintain the existing operational arrangement, while further improving the day-to-day functions and coordination of both jurisdictions within the unified operational area. The addition of shared Fire Chief Officer Services also enhances fire protection service and increases operational efficiency, while establishing a more sustainable organizational service delivery system.

The proposed First Amendment to the existing joint powers agreement (Attachment 2) defines the scope of Fire Chief Officer Services to be provided by the City to Marinwood. As provided for in the First Amendment, the City's Fire Chief or designated Chief Officer would assist Marinwood's District Manager in administering all operations of the Marinwood Fire Department by being responsible for the planning, organizing, staffing, coordinating, directing, and budgeting of all functions, policies, and procedures of the Marinwood Fire Department; ensuring protection of the lives and property of residents from loss due to fire or related hazards; coordinating operations of the Marinwood Fire Department with other fire departments and other agencies. For full details of the scope of Fire Chief Officer Services, see Exhibit B of the proposed First Amendment.

At their September 11, 2018 meeting, the Marinwood Community Services District Board of Directors tentatively approved a proposed [First Amendment to the existing joint powers agreement to include Fire Chief Officer Services](#).

Staff recommends that the City Council approve and authorize the City Manager to execute the First Amendment, subject to compliance with notice requirements to affected employee labor groups pursuant to the Meyers Milias Brown Act (MMBA).

FISCAL IMPACT:

The proposed First Amendment articulates that Marinwood will pay the City a flat annual Services Fee, whose amount is \$96,320 for the first year of the five-year term of the amended joint powers agreement. At the end of each year of the term, the Services Fee for the following year will increase by three percent of the then-current Services Fee. Therefore, the proposed First Amendment is expected to generate revenues to the City as follows:

Year	Amount
Year 1	\$96,320
Year 2	\$102,186
Year 3	\$105,252
Year 4	\$108,409
Year 5	\$111,662

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute a First Amendment to the Joint Exercise of Powers Agreement between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing to include Fire Chief Officer Services, subject to compliance with notice requirements to affected employee labor groups pursuant to the Meyers Miliias Brown Act (MMBA).

ATTACHMENTS:

1. Existing Joint Powers Agreement between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing
2. Resolution Approving First Amendment to Joint Exercise of Powers Agreement, with Exhibit 1: First Amendment

**JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITY OF SAN RAFAEL
AND MARINWOOD COMMUNITY SERVICES DISTRICT
FOR FIRE PROTECTION, EMERGENCY SERVICES, AND
PERSONNEL SHARING**

This Joint Exercise of Powers Agreement (“Agreement”) is entered into this 8TH day of APRIL, 2014, by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **MARINWOOD COMMUNITY SERVICES DISTRICT** (hereinafter “**DISTRICT**”).

RECITALS

WHEREAS, CITY and DISTRICT, the agency parties to this Agreement, have entered into a series of cooperative agreements for fire and emergency services since 1973 and mutually agree to continue with an automatic aid agreement for the benefit of both communities; and

WHEREAS, CITY and DISTRICT desire to continue their cooperative efforts in delivering fire and emergency services with this automatic aid agreement for the benefit of both communities; and

WHEREAS, CITY and DISTRICT have determined that the continued sharing of personnel services between **CITY and DISTRICT** exemplified in previous agreements between the two agencies will be advantageous to each of them; and

WHEREAS, CITY and DISTRICT agree that a more comprehensive agreement for the sharing of fire service personnel between **CITY and DISTRICT** over a unified operational area depicted in Exhibit A attached hereto and incorporated herein (“the **Unified Operational Area**”), would provide enhanced benefits to each of them by increasing the availability of required minimum staffing for emergency response throughout the **Unified Operational Area**; and

WHEREAS, it is the CITY’s and DISTRICT’s intention in entering into this Agreement not to alter or in any way affect the employment relationship each has with its respective fire department employees, and is on a voluntary basis; and

WHEREAS, the parties understand and agree that under Government Code Sections 6513 and 55634, when one party’s employees are performing their functions and duties extraterritorially in the other party’s jurisdiction under this Agreement, these employees shall continue to have and enjoy the same privileges and immunities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker’s compensation and other benefits which these employees have and enjoy when engaged in such duties and functions within the territorial limits of their own jurisdiction; and

WHEREAS, both CITY and DISTRICT desire to enter into a new operational agreement for the provision of fire protection, emergency services, and personnel sharing, which shall supersede the existing agreement between the **CITY and DISTRICT** dated June 20, 2011;

and

WHEREAS, in carrying out their obligations under this Agreement, the parties understand and agree that they are acting under the authority of the Joint Exercise of Powers Act, Government Code Sections 6500 et seq.;

AGREEMENT

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

1. **TERM OF AGREEMENT**

This Agreement shall commence on _____, 2014 (the “**Effective Date**”) and shall remain operative and effective until participation is terminated by one of the parties. It is further agreed that either of the parties may terminate the Agreement at any time by giving written notice to the other party at least ninety (90) days prior to the date of the termination.

2. **TYPE OF ASSISTANCE - CITY TO DISTRICT**

In aid of **DISTRICT**, **CITY** agrees:

A. To automatically dispatch, within **CITY**'s capabilities of available personnel and equipment, on a first alarm structural fire response within **DISTRICT**'s service area as illustrated in Exhibit “A”, one (1) **CITY** Engine Company, one (1) **CITY** Aerial Ladder Truck Company, and one (1) **CITY** Chief Officer. If the **DISTRICT** Engine Company is unavailable for response, **CITY** agrees to send one (1) additional **CITY** Engine Company for a total of three (3) Fire Companies.

B. To automatically dispatch, within **CITY**'s capabilities of available personnel and equipment, on a vegetation/wildland fire response within **DISTRICT**'s service area as illustrated in Exhibit “A”, two (2) **CITY** Engine Companies, and one (1) **CITY** Chief Officer. If the **DISTRICT** Engine Company is unavailable for response, **CITY** agrees to send one (1) additional **CITY** Engine Company for a total of three (3) Fire Companies.

C. To automatically dispatch, within **CITY**'s capabilities of available personnel and equipment, on a rescue response within **DISTRICT**'s service area as illustrated in Exhibit “A”, one (1) **CITY** Aerial Ladder Truck Company and one (1) **CITY** Chief Officer. If the **DISTRICT** Engine Company is unavailable for response, **CITY** agrees to send one (1) additional **CITY** Engine Company for a total of two (2) Fire Companies.

D. To automatically dispatch, within **CITY**'s capabilities of available personnel and equipment, within **DISTRICT**'s service area as illustrated in Exhibit “A”, one (1) **CITY** Engine Company on a single engine response when the **DISTRICT** Engine Company is not available.

E. To arrange for the County of Marin Sheriff Department's Communication Center (“**COMM CENTER**”) to provide **DISTRICT** with twenty-four (24) hour 9-1-1 response and dispatching service and oversight for receipt and re-transmission of emergency alarms.

F. To provide, within **CITY's** capabilities of available personnel and equipment, a Chief Officer response to any first alarm or other incident in the **DISTRICT** that would normally include a Battalion Chief in a dedicated vehicle in the **CITY**, as part of the **DISTRICT** response, as dispatched by the COMM CENTER. During response and upon arrival at the incident, the **CITY's** Chief Officer shall direct and oversee the emergency event in an incident command role and function. The **CITY** understands that the Chief Officer can be relieved or cancelled by the **DISTRICT's** Fire Chief who appears at the incident scene and communicates to the **CITY's** Chief Officer his intention to assume command. The **CITY** Chief Officer will remain on scene until the incident is mitigated or command is assumed by the **DISTRICT's** Fire Chief. In the event of simultaneous calls in the **CITY** and **DISTRICT**, the responding **CITY** Chief Officer shall have discretion as to the priority handling of such calls, considering alternate available resources.

G. To provide computer related support for fire reporting and communication purposes.

H. Subject to the terms of this Agreement, to be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by **CITY** employees while performing services under this Agreement.

I. To place a reserve ambulance at **DISTRICT's** Fire Station upon **DISTRICT's** written request to **CITY** to have it there, for use at the discretion of the on-duty Battalion Chief or on-duty Fire Captain, to maintain adequate service levels, provided the ambulance can be a cross-staffed ALS unit with a minimum of one (1) Captain, Engineer or Firefighter EMT-P and one (1) Captain, Engineer or Firefighter EMT. **CITY** shall perform regular maintenance on such ambulance by **CITY's** mechanics at the times and places determined by **CITY**.

J. As specified herein, to assist **DISTRICT** in establishing Engine 58 (**DISTRICT's** Engine) as an ALS Engine Company to complement **CITY's** paramedic services in Paramedic Service Area B. Within 120 days from the **Effective Date**, **CITY** shall provide **DISTRICT** with ALS Equipment, Medical Direction, ongoing training, and other ALS needs that are required to provide services that meet Marin County EMS standards, and to match what **CITY** provides to its own ALS Engines; provided that:

- i. **DISTRICT** paramedic personnel shall serve strictly within the parameters of the medical and operational procedures and requirements of and for **CITY's** firefighter-paramedics;
- ii. In recognition that regular rotation of paramedic personnel onto ambulance units is desirable for the maintenance of essential paramedic skills, **DISTRICT** and **CITY** shall cooperate to establish a mutually agreeable staffing and operational plan to require and enable **DISTRICT's** paramedic personnel to participate with **CITY's** paramedic personnel in regular rotations onto ambulance units;
- iii. **DISTRICT** shall retain discretion on when to operate Engine 58 as an ALS Engine Company; and
- iv. If and when **DISTRICT** commences to provide paramedic services in Paramedic Service Area B, then **CITY** shall, on an annual basis, reimburse **DISTRICT** for any paramedic pay differential costs actually incurred by **DISTRICT** for not more than three (3) members serving in the rank of firefighter/paramedic. Additional expenditures by **DISTRICT** in connection with the provision of

paramedic services may be eligible for reimbursement by **CITY** provided that prior approval for such expenditures has been given by **CITY** in writing.

K. To provide fuel for **DISTRICT** Fire Apparatus from any of **CITY**'s Fire Department Fuel Stations, at no cost to **DISTRICT**, to the extent such fuel is available and in excess of **CITY**'s needs, at times and places determined by **CITY**.

L. To provide to **DISTRICT** a Type 1 Fire Apparatus, capable of front line service, for **DISTRICT** use as needed when requested by **DISTRICT**, to the extent that **CITY** has such an apparatus in good working order that is not presently needed by **CITY**, and to perform regular maintenance on such apparatus by **CITY**'s mechanics at the times and places determined by **CITY**.

M. To establish and define a structure for the sharing of personnel between the fire departments of **DISTRICT** and **CITY**, to jointly provide necessary fire and emergency services to both agencies within the **Unified Operational Area**, thus improving the delivery of such services to both **Agencies** while achieving greater efficiency and economic benefit.

3. TYPE OF ASSISTANCE - DISTRICT TO CITY

In aid of **CITY**, **DISTRICT** agrees:

A. To dispatch, within **DISTRICT**'s capabilities of available personnel and equipment, one (1) Engine Company on a single engine response within the San Rafael Fire Department service area, as illustrated in Exhibit "A".

B. Subject to the terms of this Agreement, to be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by **DISTRICT** employees while performing services under this Agreement.

C. To establish and define a structure for the sharing of personnel between the fire departments of **DISTRICT** and **CITY**, to jointly provide necessary fire and emergency services to both **Agencies** within the **Unified Operational Area**, thus improving the delivery of such services to both **Agencies** while achieving greater efficiency and economic benefit.

4. MUTUAL BENEFIT - INTERAGENCY PERSONNEL DEPLOYMENT AND OPERATIONAL STRUCTURE

A. **CITY** and **DISTRICT** intend that this Agreement will provide mutual benefits to both parties, and agree to continue to participate in the Marin County Local Fire Service and Rescue Mutual Aid Plan and other areas of cooperation.

B. Sharing of Personnel. Subject to the limitations and requirements of the collective bargaining agreement(s) between each agency and its respective union(s), as of the **Effective Date**, the Fire Chief of each agency is hereby authorized to assign any of the agency's fire department personnel, subject to such personnel's voluntary agreement to this assignment, to temporary duty with the other agency upon the request of the Fire Chief of the other agency. Personnel from the agency providing services (hereinafter the "**Sole Employer**") assigned for

duty to the other agency (hereinafter the “**Receiving Agency**”) shall become familiar with and observe all operational policies and procedures of the **Receiving Agency**.

C. Staffing Plan. A staffing plan shall be developed and implemented jointly by the **DISTRICT** Fire Chief and the **CITY** Fire Chief. The objective of sharing personnel and the goal of the staffing plan will be to cover overtime shifts or vacancies in each agency for captain, firefighter or engineer positions, on an as-needed basis. In no event shall personnel deployment cause either agency to fall below defined minimum staffing levels; each agency shall continue to be responsible for maintaining its own minimum staffing levels.

D. Budgets/Reimbursement of Overtime Costs. Each agency will maintain its existing separate budget; provided, however that the **DISTRICT** Fire Chief and the **CITY** Fire Chief shall work together to facilitate the efficient and equitable allocation of revenues and costs under this Agreement. The agencies agree that when an agency acting as the **Sole Employer** incurs overtime costs due to the assignment of its personnel to the **Receiving Agency** pursuant to this Agreement, the **Sole Employer** shall be reimbursed by the **Receiving Agency** for the total amount of overtime pay liability incurred by the **Sole Employer**. It is understood and agreed that the calculation of overtime pay due to the assignment of personnel to the **Receiving Agency** shall be based upon the base pay compensation rates set for such personnel by the **Sole Employer**, and that the assignment of personnel under this Agreement shall not result in any change in the base pay compensation rates for such personnel. Quarterly, any **Sole Employer** incurring such overtime pay costs shall send an invoice to the **Receiving Agency** for reimbursement of such overtime costs, which shall be paid by the **Receiving Agency** within thirty (30) days of receipt.

5. THE UNIONS

As of the **Effective Date**, the San Rafael Firefighters Association, the San Rafael Chief Officers Association and Marinwood Professional Firefighters Association represent the Firefighters employed by both Agencies. The existing respective bargaining agreements, as may be amended from time to time, shall apply to the shared personnel contemplated by this Agreement, according to the specific collective bargaining agreement(s) in effect between the Agency and said personnel.

6. ADMINISTRATION OF AGREEMENT

The City Manager of **CITY** and the District Manager of **DISTRICT**, or their respective designees, are each authorized to take such actions as are necessary to implement and administer the terms of this Agreement on behalf of their respective agencies, provided, however, that either Manager may determine in his or her sole discretion that it is necessary to receive the approval of his or her agency’s Elected Body.

7. EMPLOYER/EMPLOYEE RELATIONSHIP

It is the intent of the parties that each agency acting as a **Sole Employer** shall remain the sole employer of any and all of its employees temporarily assigned to the **Receiving Agency** under the terms of this Agreement. Employees of the **Sole Employer** shall continue to receive the rights, privileges and benefits conferred by the **Sole Employer** at all times that the employee

is temporarily assigned to the **Receiving Agency**.

A. Compensation. No employee of a **Sole Employer** may receive any compensation (including salary, retirement, leave and other benefits) from the **Receiving Agency**. Compensation shall only be conferred upon the employee by the **Sole Employer** regardless of the number of hours the employee may be assigned to the **Receiving Agency**.

B. Discipline. The **Receiving Agency** may not reprimand, suspend, or take any disciplinary action whatsoever against an employee of the **Sole Employer** temporarily assigned to the **Receiving Agency**. Only the **Sole Employer** may discipline an employee temporarily assigned to a **Receiving Agency**, regardless of the number of hours the employee may be assigned to the **Receiving Agency**.

C. Control of Work and Temporary Hour Limitations. The parties expressly understand and agree that the **Sole Employer** controls and shall continue to control the means and manner by which all work is to be performed by the personnel of the **Sole Employer** at all times while the personnel are temporarily assigned to a **Receiving Agency** under the terms of this Agreement. Additionally, the parties expressly understand and agree that the employees of the **Sole Employer** shall not be temporarily assigned to the **Receiving Agency** in excess of any of the following: 1) an average of twenty (20) hours per week per year; 2) one thousand (1,000) hours within a fiscal year; or 3) full-time for any six-month period.

D. Retirement System and Benefits. **CITY** and **DISTRICT** further represent and warrant that each of them are contracting agencies of the Public Employees' Retirement System ("PERS"), established by Part 3 of Division 5 of Title 2 of the Government Code (Gov. Code §§ 20000 et seq.) or the Marin County Employees' Retirement Association ("MCERA"), established pursuant to the County Employees Retirement Law of 1937 (Gov. Code §§ 31450 et seq.), and will remain contracting agencies with such retirement systems throughout the term of this Agreement. The agencies further warrant that each agency's employees that will be assigned to the other agency pursuant to this Agreement are members of the **Sole Employer's** retirement system at all times that such members are assigned to the **Receiving Agency**. No employee of a **Sole Employer** may accrue any retirement credits or be entitled to any retirement benefits from the **Receiving Agency**, regardless of how many hours, days, months or years that employee may be assigned to the **Receiving Agency** under this Agreement.

E. Notice to Employees. The parties further represent and warrant that each **Sole Employer** shall provide a copy of this section or summary of the provisions of this section to each of its employees that may be assigned to the **Receiving Agency** under this Agreement within 30 days of the **Effective Date** or the employee's date of hire, whichever comes later. Each **Sole Employer** shall retain a copy of the notice provided to each employee under this section in a form that bears the signature of the employee with the date of the employee's signature attesting to the receipt of such notice and the understanding of the employee as to his/her rights while being assigned to the **Receiving Agency** under this. No **Sole Employer** shall assign any employee to the **Receiving Agency** until the **Sole Employer** has received a signed copy of this notice from its employee.

8. INSURANCE

A. Workers' Compensation Insurance. **CITY** and **DISTRICT** shall each provide workers' compensation insurance for its respective employees, even when such employees are assigned to a **Receiving Agency**. All workers' compensation claims shall be filed exclusively with the employee's employer and each agency party retains its own losses for any workers' compensation loss, without any right of subrogation or other recourse against the other agency party. **CITY** and **DISTRICT** each warrants that it carries workers' compensation insurance or is self-insured in compliance with the requirements of the California Workers' Compensation Act.

B. Liability Insurance. **CITY** and **DISTRICT** each shall maintain at its sole cost and expense, either through private insurance or membership in a risk-sharing joint powers authority, liability insurance coverage with minimum limits of five million dollars (\$5,000,000) per occurrence for death, bodily injury, personal injury, or property damage.

C. Auto Physical Damage Insurance. For any **CITY** ambulance or Type 1 Fire Apparatus provided by **CITY** to **DISTRICT** under this Agreement, **DISTRICT** shall maintain for **CITY's** benefit replacement cost auto physical damage insurance coverage on such vehicle through a private insurer or through its membership in a risk-sharing joint powers authority. In the event of any damage to such vehicle while provided to **DISTRICT**, **DISTRICT** shall be responsible for the payment of the amount of any deductibles under such coverage that may be necessary to replace such vehicle.

D. Other Requirements. All required insurance coverages shall be substantiated with a certificate of insurance or certificate of coverage and must be signed by a representative of the insurer or risk-sharing joint powers authority evidencing such insurance to its named insured. Each agency party's general liability policy shall be endorsed naming the other agency party as an additional insured. Each agency party's workers' compensation policy shall be endorsed to waive any right of subrogation against the other agency party. The certificates of insurance and required endorsements shall be furnished to each agency party prior to the **Effective Date**. Said policies shall remain in force through the term of this Agreement and shall be payable on a per occurrence basis only. Nothing herein shall be construed as a limit of either agency party's liability, and each agency party shall indemnify, defend, and hold harmless the other agency party in accordance with the provisions of Section 11 of this Agreement. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other remedies, an agency party may suspend payment to the other agency party for any services provided during the time that insurance was not in effect and until such time as the defaulting agency party provides adequate evidence that it has obtained the required coverage.

9. TRAINING

DISTRICT's Fire Chief and firefighters shall be able to participate in all **CITY** Fire Department exercises, drills and proficiency indexes, at no cost to **DISTRICT**, subject to any qualification requirements and any limitations on space available for such training. Subject to the **CITY** Fire Department's first priority for its use, **DISTRICT** may utilize the **CITY's** training facility at Fire Station No. 2. **CITY** will provide emergency response, within the **CITY's**

capabilities of available personnel and equipment, from the closest appropriate **CITY** emergency response unit to **DISTRICT** while **DISTRICT's** personnel are absent from their station for purposes of said training.

10. AGREEMENT ADMINISTRATION/NOTICES

The City Manager shall be the representative of the **CITY** for all purposes under this Agreement. The **CITY's** Fire Chief is hereby designated the Agreement Administrator for the **CITY**, and said Administrator shall supervise all aspects of the implementation of this Agreement for **CITY**.

The District Manager shall be the representative of **DISTRICT** for all purposes under this Agreement. The **DISTRICT's** Fire Chief is hereby designated the Agreement Administrator for the **DISTRICT**, and said Agreement Administrator shall supervise all aspects of the implementation of this Agreement for **DISTRICT**.

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

TO CITY:	Fire Chief, San Rafael Fire Department City of San Rafael P.O. Box 151560 San Rafael, CA 94915-1560
TO DISTRICT:	Fire Chief, Marinwood Fire Department Marinwood Community Services District 777 Miller Creek Road San Rafael, California 94903-1323

11. INDEMNIFICATION

To the fullest extent allowed by law, **CITY** shall defend, indemnify and hold harmless **DISTRICT**, its officers, agents and employees, while acting within the course and scope of their employment under this Agreement, from any liability or damage, including but not limited to attorneys' fees, arising from any acts or omissions of **CITY**, its officers, agents and employees, provided that such hold harmless and indemnification shall not extend to liabilities or damages caused by the sole negligence or willful misconduct of **DISTRICT**.

To the fullest extent allowed by law, **DISTRICT** shall defend, indemnify and hold harmless **CITY**, its officers, agents and employees, while acting within the course and scope of their employment under this Agreement, from any liability or damage, including but not limited to attorneys' fees, arising from any acts or omissions of **DISTRICT**, its officers, agents and employees, except such liability or damage caused by the sole negligence or willful misconduct of **CITY**. **DISTRICT** shall further defend, indemnify and hold harmless **CITY**, its officers, agents

and employees, from any and all loss, liabilities, or property damage incurred, no matter how caused, in connection with the use and/or operation, for any purpose whatsoever, of any CITY-owned vehicles provided for DISTRICT use pursuant to this Agreement, provided that such hold harmless and indemnification shall not extend to liabilities or damages caused by the sole negligence or willful misconduct of CITY.

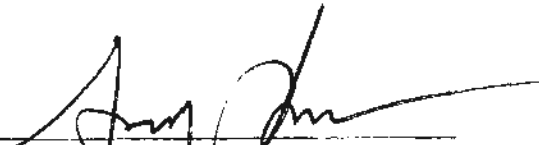
The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination of this Agreement for the full period of time allowed by law.

12. ENTIRE AGREEMENT -- AMENDMENTS

Subject to the provisions of Section 1, this Agreement supersedes any and all prior agreements between the parties and represents the whole and entire Agreement between CITY and DISTRICT. No provision or obligation hereunder may be amended except upon subsequent written agreement of CITY and DISTRICT.

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

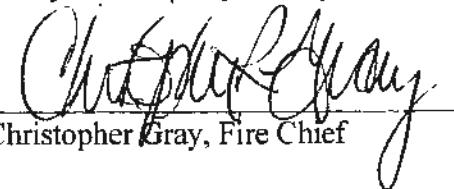
CITY OF SAN RAFAEL



Gary O. Philips, Mayor




Nancy Mackle, City Manager




Christopher Gray, Fire Chief

ATTEST:



Esther C. Beirne, City Clerk

APPROVED AS TO FORM:



Robert F. Epstein, City Attorney

MARINWOOD COMMUNITY SERVICES DISTRICT



Bill Hansell, Board President

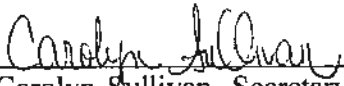


Thomas D. Horne, District Manager




Thomas Roach, Fire Chief

ATTEST:



Carolyn Sullivan, Secretary to the Board of Directors

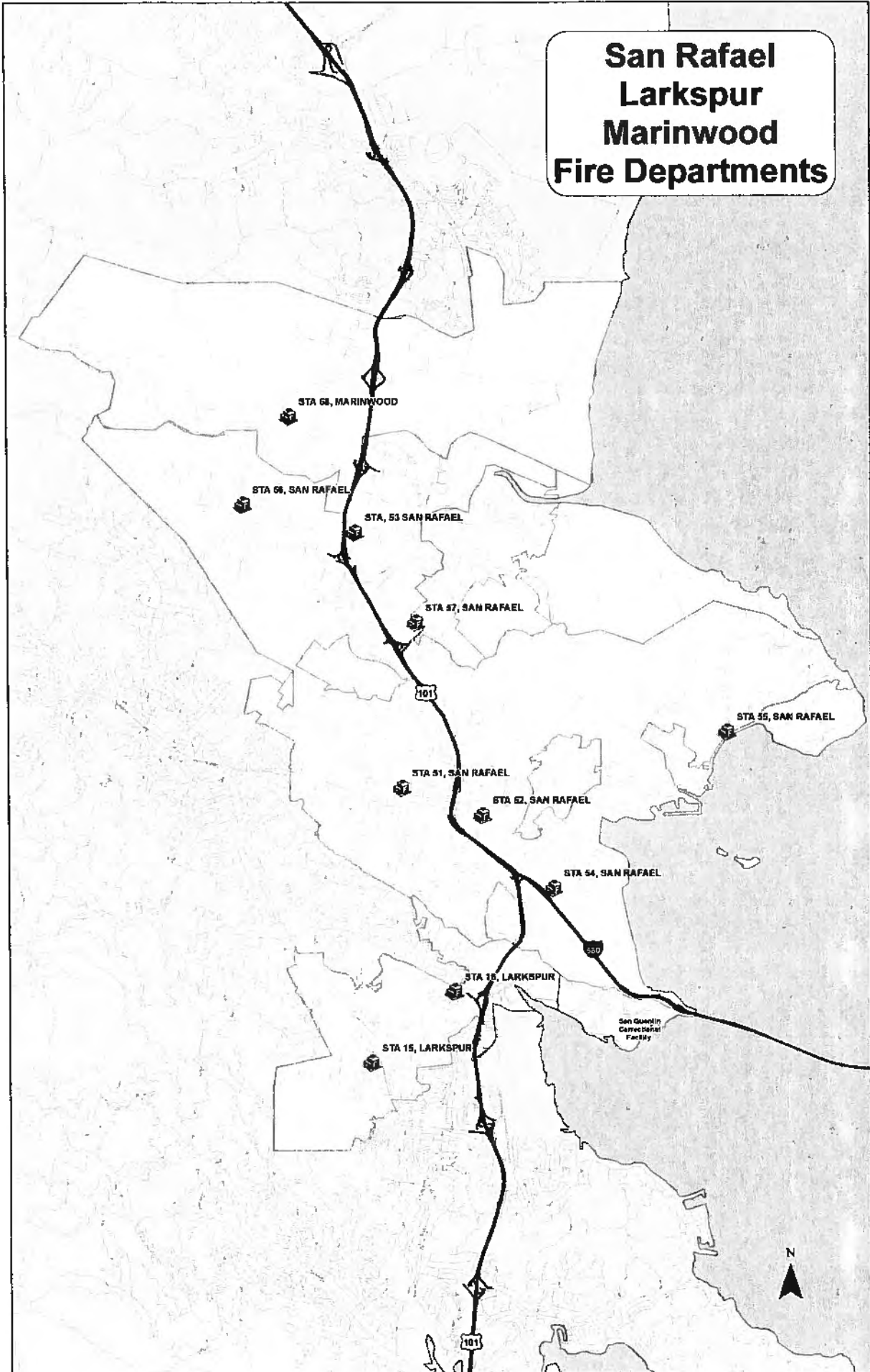
APPROVED AS TO FORM:



Gregory W. Stepanich, District Counsel

EXHIBIT A

**San Rafael
Larkspur
Marinwood
Fire Departments**





California Public Employees' Retirement System
Customer Account Services Division
P.O. Box 942709
Sacramento, CA 94229-2709
TTY for Speech and Hearing Impaired: (916) 795-3240
(888) CalPERS (225-7377) FAX (916) 795-3005

RECEIVED

APR 01 2014

CITY ATTORNEY

March 26, 2014

Eric Davis, Deputy City Attorney II
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

Dear Mr. Davis;

This letter is regarding your inquiry concerning a shared services agreement between the City of San Rafael and the Marinwood Community Services District (Marinwood CSD).

CalPERS has reviewed the submitted documentation, and we have determined that San Rafael employees working under this agreement shall continue to be deemed employees of San Rafael for all service performed under the agreement. Likewise, Marinwood CSD employees working under this agreement shall continue to be deemed employees of Marinwood CSD for such service.

The shared service agreement between San Rafael and Marinwood CSD is structured as a Joint Exercise of Powers Agreement. Government Code section 6513 and Government Code section 55634 provide benefit protection for employees working extraterritorially through a Joint Powers Agreement, and specifically provides for sharing of public safety services. CalPERS has therefore determined that CalPERS members who are employees of the Marinwood Community Services District shall continue to be reported to CalPERS for such service. Employees of the City of San Rafael shall remain in their respective retirement system, and should not be reported to CalPERS.

This determination shall be applicable to the agreement as currently reviewed. Should the agreement later be amended or revised, please advise CalPERS of any revisions, as we may require further review.

CalPERS remains committed to assisting our members in all matters related to their retirement within the statutory authority available to us. Should you have any further questions regarding this matter please do not hesitate to contact me at (916) 795-2363.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ronald Gow".

Ronald Gow, RPS II
Membership, Analysis & Design Unit
Customer Account Services Division

cc: Marinwood Community Services District

M



phone 415 473-8147
fax (benefits) 415 473-3612
fax (admin) 415 473-4179
www.mcera.org

January 31, 2014

Eric T. Davis
Deputy City Attorney
City of San Rafael
1400 5th Avenue
San Rafael, CA 94915-1560

Dear Mr. Davis,

This letter is in response to your January 23, 2014 request that the Marin County Employees' Retirement Association (MCERA) review a proposed Shared Services Agreement between the City of San Rafael and the Marinwood Community Services District. Specifically, you asked whether any aspects of the proposed agreement would impact the benefits of the fire department employees for the City of San Rafael who are currently members of MCERA.

Based on the following provisions in the proposed agreement it is my view that the City of San Rafael employees providing the shared services will continue to be members of MCERA for as long as they remain in MCERA membership eligible positions (e.g., per MCERA Bylaws, in the City's "allocated budgeted positions devoting not less than seventy-five percent (75%) of that full-time allocated budgeted position"):

- Section 7 of the proposed agreement provides that the individuals providing the shared service will remain employees of the City of San Rafael.
- Section 7A defines that the compensation from the shared service will continue to be provided by the City of San Rafael and no direct compensation will be provided by Marinwood Community Service District.
- Section 7C of the proposed agreement provides that the City of San Rafael will retain all control over the work to be provided.

We understand that the City has also asked the California Public Employees' Retirement System (CalPERS) whether City of San Rafael employees who provide services under the Agreement would be considered CalPERS members with respect to that service. My position on the City employees continuing to be members of MCERA is contingent on the City receiving confirmation from CalPERS that these employees would not become members of CalPERS.

Eric T. Davis
January 31, 2014
Page 2

This determination is based on the draft agreement dated August 15, 2013, with City edits of 9/23/13, 12/2/13 and 1/3/14, included in your January 23, 2014 letter. Any material changes to the agreement or in CalPERS' conclusions will need to be reviewed by MCERA to determine whether there are impacts to the retirement benefits of our members.

Also, this letter addresses only with the question of the City employees' membership in MCERA and does not address questions related to compensation earnable for employees hired into MCERA membership positions prior to January 1, 2013 or pensionable compensation for those first hired on or after January 1, 2013.

If you have any further questions or require additional information please feel free to contact me directly at (415) 473-3733.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Wickman".

Jeff Wickman
Retirement Administrator

Cc: Michelle Hardesty, Assistant Retirement Administrator
Ashley Dunning, MCERA General Counsel, Manatt Phelps and Phillips

RESOLUTION NO. XXXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF SAN
RAFAEL AND MARINWOOD COMMUNITY SERVICES DISTRICT FOR FIRE
PROTECTION, EMERGENCY SERVICES, AND PERSONNEL SHARING TO
INCLUDE FIRE CHIEF OFFICER SERVICES**

WHEREAS, on April 8, 2014, the City of San Rafael and the Marinwood Community Services District entered into an agreement entitled "Joint Exercise of Powers Agreement between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing" (hereinafter the "Agreement"); and

WHEREAS, in addition to the provisions for services and personnel sharing in the Agreement, the Marinwood Community Services District is also in current need of obtaining Fire Chief Officer Services necessary for the administration and operations of the Marinwood Fire Department; and

WHEREAS, the City of San Rafael, through its Fire Chief, Fire Department command staff, and other personnel, possesses the skills, expertise and other necessary resources needed to satisfy the Marinwood Community Services District's current need for Fire Chief Officer Services, and is willing to provide those services to the Marinwood Community Services District; and

WHEREAS, in accordance with the Section 12 of the Agreement, the City of San Rafael and the Marinwood Community Services District wish to amend the Agreement to additionally include Fire Chief Officer Services as described in the First Amendment; and

WHEREAS, in consideration of the mutual and respective promises, and subject to all the terms and conditions of the Agreement, except as modified by the First Amendment, the City of San Rafael and the Marinwood Community Services District agree to amend the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael does hereby authorize the City Manager to execute, on behalf of the City of San Rafael, the First Amendment to the Joint Exercise of Powers Agreement between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing to include Fire Chief Officer Services, attached as Exhibit 1 and incorporated herein, subject to non-substantive changes approved by the City Attorney and compliance with notice requirements to affected employee labor groups pursuant to the MMBA.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the

City Council of said City held on the 1st day of October 2018, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

FIRST AMENDMENT
TO
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY
OF SAN RAFAEL AND MARINWOOD COMMUNITY SERVICES
DISTRICT FOR FIRE PROTECTION, EMERGENCY SERVICES, AND
PERSONNEL SHARING

THIS FIRST AMENDMENT TO AGREEMENT is entered into on [MONTH] [DAY], [YEAR], by and between the **CITY OF SAN RAFAEL**, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "**CITY**"), and **MARINWOOD COMMUNITY SERVICES DISTRICT**, a community services district organized under the Community Services District Law, codified as Government Code section 61000 et seq. (hereinafter the "**DISTRICT**"). **CITY** and **DISTRICT** may sometimes hereinafter individually be referred to as a "party" or jointly as the "Parties."

RECITALS

A. On April 8, 2014, the Parties entered into an agreement entitled "Joint Exercise of Powers Agreement between the City of San Rafael and Marinwood Community Services District for Fire Protection, Emergency Services, and Personnel Sharing" (hereinafter the "Agreement").

B. In addition to the provisions for services and personnel sharing in the Agreement, the **DISTRICT** is also in current need of obtaining Fire Chief Officer Services necessary for the administration and operations of the Marinwood Fire Department.

C. The **CITY**, through its Fire Chief, Fire Department command staff, and other personnel, possesses the skills, expertise and other necessary resources needed to satisfy the **DISTRICT**'s current need for Fire Chief Officer Services, and is willing to provide those services to the **DISTRICT**.

D. In accordance with the Section 12 of the Agreement, the Parties wish to amend the Agreement to additionally include Fire Chief Officer Services as described in this First Amendment.

NOW, THEREFORE, in consideration of the mutual and respective promises, and subject to all the terms and conditions of said Agreement, except as herein modified, the parties agree to amend the Agreement as follows:

ARTICLE 1.

Exhibit A to the Agreement is hereby replaced with “EXHIBIT A” attached to this First Amendment and incorporated herein by reference.

ARTICLE 2.

Any and all references in the Agreement to the **DISTRICT’s** “Fire Chief” shall be deemed to refer to **DISTRICT’s** District Manager or their designee.

ARTICLE 3.

New Section 2.1 entitled “FIRE CHIEF OFFICER SERVICES – CITY OBLIGATIONS TO DISTRICT”, is hereby added to the Agreement to read in its entirety as follows:

2.1. **FIRE CHIEF OFFICER SERVICES – CITY OBLIGATIONS TO DISTRICT**

A. **Cooperation.** **CITY** will cooperate with **DISTRICT** regarding **CITY’S** performance of Fire Chief Officer Services, recognizing the Fire Chief Officer Services provided pursuant to this Agreement are required for oversight of all **DISTRICT** fire operations.

B. **Provision of Fire Chief Officer Services.** **CITY** will provide the Fire Chief Officer Services described in **Exhibit B**, attached and incorporated herein by reference (“Fire Chief Officer Services”). For the purposes of this Agreement, all references to **CITY’S** “Fire Chief” shall be deemed to refer to the San Rafael Fire Chief or their Designated Chief Officer.

C. **Compensation of CITY Personnel.** Throughout the term of this Agreement, **CITY** will continue to be responsible for all compensation provided to **CITY** personnel including **CITY’S** Fire Chief.

ARTICLE 4.

New Section 3.1 entitled “FIRE CHIEF OFFICER SERVICES – DISTRICT OBLIGATIONS TO CITY”, is hereby added to the Agreement to read in its entirety as follows:

3.1 **FIRE CHIEF OFFICER SERVICES – DISTRICT OBLIGATIONS TO CITY**

A. **Cooperation.** **DISTRICT** will cooperate with **CITY** regarding **CITY’S** performance of Fire Chief Officer Services, recognizing the Fire Chief Officer Services provided for oversight of **DISTRICT** operations pursuant to this Agreement are provided in addition to **CITY’S** ongoing oversight of **CITY’S** Fire Department services.

B. **Payment for Fire Chief Officer Services.** **DISTRICT** will reimburse **CITY** for the cost of providing Fire Chief Officer Services pursuant to this Agreement, as follows:

- i. **DISTRICT** shall pay **CITY** a flat annual fee for services in an amount agreed upon by both Parties (the “Services Fee”), which the Parties agree shall be the sum of \$96,320.20 for the first year of the term of this Agreement. At the end of each year of the term, the Services Fee for the next year shall be increased by three percent (3%) of the then-current Services Fee. **CITY** shall submit invoices to **DISTRICT** in accordance with this Agreement not more often than monthly, and **DISTRICT** shall pay any such invoices within 30 days;
- ii. At the end of five years, if **CITY** determines its costs associated with the provision of Fire Chief Officer Services as provided in this Agreement exceed the then-current Services Fee, **CITY** may, with not less than sixty (60) days’ notice to **DISTRICT**, request an increase of the Services Fee and the Parties agree to negotiate in good faith a mutually agreeable resolution of the requested fee adjustment prior to the requested effective date of such adjustment. The agreed upon fee shall become the new “Services Fee” and shall be subject to the adjustments over five years provided in Subsection B.i. above. Thereafter throughout the term of this Agreement, a similar process may be followed for adjustment of the Services Fee not more frequently than every five years.

ARTICLE 5.

Section 2, TYPE OF ASSISTANCE – CITY TO DISTRICT, is hereby amended to delete Subsection F thereof in its entirety.

ARTICLE 6.

Section 7, EMPLOYER/EMPLOYEE RELATIONSHIP, Subsection B, Discipline, is hereby amended to read in its entirety as follows:

B. Discipline. The **Receiving Agency** may not reprimand, suspend, or take any disciplinary action whatsoever against an employee of the **Sole Employer** temporarily assigned to the **Receiving Agency**. Only the **Sole Employer** may discipline an employee temporarily assigned to a **Receiving Agency**, regardless of the number of hours the employee may be assigned to the **Receiving Agency**. The **Receiving Agency** may recommend that disciplinary action be considered by the **Sole Employer**, provided that nothing in this Agreement shall require the **Sole Employer** to implement the recommended disciplinary action. If **DISTRICT** is the **Sole Employer**, all recommendations by **CITY** that disciplinary action be considered shall be made by **CITY’S** Fire Chief or Designated Chief Officer only. If **CITY** is the **Sole Employer**, all recommendations by **DISTRICT** that disciplinary action be considered shall be made by **DISTRICT’S** District Manager or their designated representative only.

ARTICLE 7.

Except as hereinabove amended, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the day first written above.

CITY OF SAN RAFAEL

MARINWOOD COMMUNITY SERVICES DISTRICT

Gary O. Philips, Mayor

Leah Green, Board President

Jim Schutz, City Manager

Eric Dreikosen, District Manager

Christopher Gray, Fire Chief

Thomas Roach, Fire Chief

ATTEST:

ATTEST:

Lindsay Lara, City Clerk

Carolyn Sullivan, Secretary to the Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Robert F. Epstein, City Attorney

[INSERT NAME], District Counsel

EXHIBIT A

San Rafael Marinwood Fire Departments

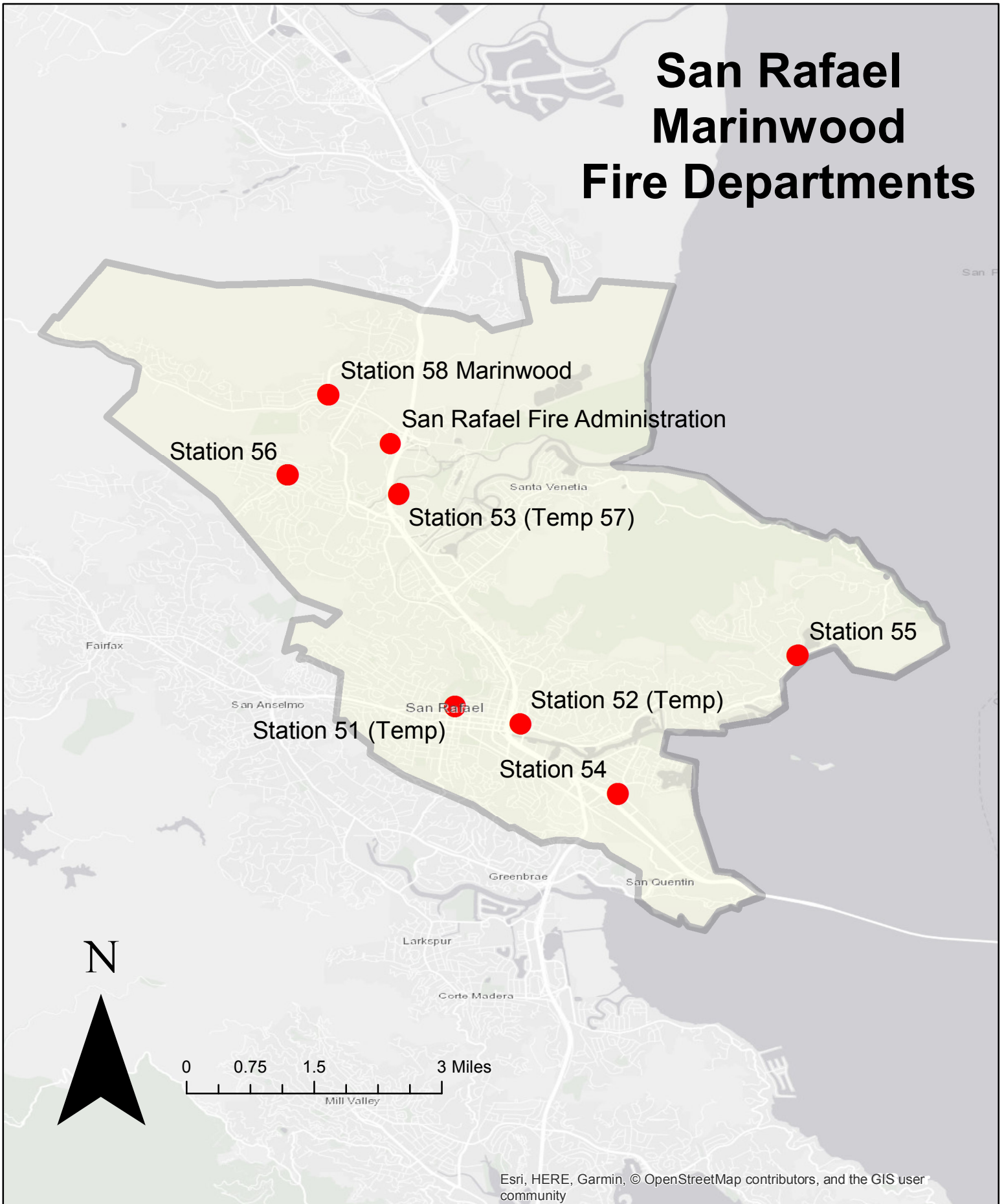


EXHIBIT B

FIRE CHIEF OFFICER SERVICES

The Fire Chief Officer Services provided by the **CITY's** Fire Chief or Designated Chief Officer to **DISTRICT** pursuant to this Agreement will generally include the following:

1. **CITY's** Fire Chief or Designated Chief Officer will assist **DISTRICT's** District Manager in administering all operations of **DISTRICT's** Fire Department by being responsible for the planning, organizing, staffing, coordinating, directing, and budgeting of all functions, policies, and procedures of **DISTRICT's** Fire Department; ensuring protection of the lives and property of residents from loss due to fire or related hazards; coordinating operations of the Fire Department with other fire departments and other agencies.
2. **CITY's** Fire Chief or Designated Chief Officer will respond to emergency incidents and assume the role of incident commander as needed and/or support the incident commander as warranted.
3. **CITY's** Fire Chief or Designated Chief Officer will attend **DISTRICT's** Board of Directors meetings and prepare reports as needed or directed, subject to the availability of **CITY'S** Fire Chief.
4. **CITY's** Fire Chief or Designated Chief Officer will attend **DISTRICT's** Fire Commission meetings and prepare reports as needed or directed, subject to the availability of **CITY's** Fire Chief.
5. **CITY's** Fire Chief or Designated Chief Officer will determine work schedules and make work assignment as required to ensure adequate staffing levels.
6. **CITY's** Fire Chief or Designated Chief Officer will prepare narrative and statistical reports relating to the administration and operations of **DISTRICT's** fire department.
7. **CITY's** Fire Chief or Designated Chief Officer will respond to correspondence relating to the administration and operations of **DISTRICT's** fire department.
8. **CITY's** Fire Chief or Designated Chief Officer will prepare and administer **DISTRICT's** fire department budget, subject to approval of **DISTRICT's** Board of Directors and in conjunction with **DISTRICT's** District Manager or their designee.
9. **CITY's** Fire Chief or Designated Chief Officer will have sufficient knowledge of the Insurance Services Office rating schedule to assist in achieving the best possible rating for **DISTRICT's** fire department with the available resources.
10. **CITY's** Fire Chief or Designated Chief Officer will direct the establishment and maintenance of records necessary to meet both legal requirements and standards as adopted by the **DISTRICT**.
11. **CITY's** Fire Chief or Designated Chief Officer will send NFIRS reports to State Fire Marshal's Office as required.
12. **CITY's** Fire Chief or Designated Chief Officer will initiate cost recovery billing for emergency incidents to the appropriate agency.
13. **CITY's** Fire Chief or Designated Chief Officer will review budget performance monthly and will prepare written reports to the Fire Commission relating to this same topic.
14. **CITY's** Fire Chief or Designated Chief Officer will oversee the purchasing of supplies and equipment and approve all expenditures. All expenditures shall be appropriated in **DISTRICT's** budget, which shall be approved by **DISTRICT's** Board of Directors.
15. **CITY's** Fire Chief or Designated Chief Officer will review and approve all invoices and allocate them to the appropriate general ledger accounts.

16. **CITY's** Fire Chief or Designated Chief Officer will plan, organize, and direct the activities of the **DISTRICT's** fire department and the professional staff and volunteers engaged in fire suppression, fire prevention, medical aid, rescue, hazardous material mitigation and disaster planning in **DISTRICT's** jurisdiction, as well as the general administration of the activities specified in this section.
17. **CITY's** Fire Chief or Designated Chief Officer will ensure personnel safety.
18. **CITY's** Fire Chief or Designated Chief Officer will be responsible for investigation and determination of fire causes and origin.
19. **CITY's** Fire Chief or Designated Chief Officer will direct **DISTRICT's** fire department's training, fire prevention, and maintenance programs.
20. **CITY's** Fire Chief or Designated Chief Officer will apply risk management programs, including fire protection standards and applicable laws.
21. **CITY's** Fire Chief or Designated Chief Officer will plan and supervise the requisition, maintenance, operation, and proper utilization of materials, supplies, and equipment.
22. **CITY's** Fire Chief or Designated Chief Officer will see that all applicable laws, ordinances, codes, rules and regulations pertaining to fire protection are enforced.
23. **CITY's** Fire Chief or Designated Chief Officer will supervise and review all tentative plans for new developments for water supply mains, hydrants, sprinklers, and related items for compliance with applicable regulations.
24. **CITY's** Fire Chief or Designated Chief Officer will coordinate **DISTRICT's** fire department activities with those of other public and private agencies and CSD departments.
25. **CITY's** Fire Chief or Designated Chief Officer will inspect personnel, equipment, and quarters to ensure that **DISTRICT's** fire department standards are attained.
26. **CITY's** Fire Chief or Designated Chief Officer will report and make recommendations to the **DISTRICT's** Fire Commission and Board of Directors for the purchase of new apparatus and other fire equipment; directs the preparation of specifications for new equipment.
27. **CITY's** Fire Chief or Designated Chief Officer will formulate **DISTRICT's** fire department goals and objectives and develops plans for future operation and projected needs of the Department to measure progress toward their achievement.
28. **CITY's** Fire Chief or Designated Chief Officer will develop and coordinate **DISTRICT's** fire department disaster planning with the County master plan.
29. **CITY's** Fire Chief or Designated Chief Officer will attend meetings of the Marin County Fire Chiefs Association and other professional organizations and agencies as warranted, subject to **CITY's** Fire Chief's availability.
30. **CITY's** Fire Chief or Designated Chief Officer will assist in conducting all plan reviews of remodels and new construction relating to fire.
31. **CITY's** Fire Chief or Designated Chief Officer will know and understand building construction codes, California Building Code, Uniform Fire Code, and International Wildland Urban Interface Code.
32. **CITY's** Fire Chief or Designated Chief Officer will lead **DISTRICT** in process of new fire code adoption.
33. **CITY's** Fire Chief or Designated Chief Officer will respond to reports of hazardous conditions on private property.
34. **CITY's** Battalion Chiefs will continue in the role of Operations Chiefs for **DISTRICT** personnel and oversee daily management of **DISTRICT's** operational personnel.
35. **CITY's** Fire Chief or Designated Chief Officer will provide resources, as available and as reasonable, to maintain **DISTRICT's** CERT Program.

36. CITY's Fire Chief or Designated Chief Officer will provide resources, as available and as reasonable, to support **DISTRICT'S** Grant Award Management/Report Writing efforts.

DRAFT



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Cristine Alilovich,
Assistant City Manager

City Manager Approval: _____

TOPIC: APPROVAL OF NEW MEMORANDUM OF UNDERSTANDING WITH THE SAN RAFAEL FIREFIGHTERS' ASSOCIATION

SUBJECT: RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING PERTAINING TO COMPENSATION AND WORKING CONDITIONS FOR SAN RAFAEL FIREFIGHTERS' ASSOCIATION (JULY 1, 2018 THROUGH JUNE 30, 2020)

RECOMMENDATION: Adopt Resolution.

BACKGROUND:

The San Rafael Firefighters' Association (SRFA) represents 67 employees in the San Rafael Fire Department, including safety and non-safety classifications. The most recent Memorandum of Understanding ("MOU") for SRFA expired on June 30, 2018 after a two-year term. Over the past several months, representatives of the City and SRFA have met in good faith and worked diligently to negotiate the terms of a successor MOU. The City and SRFA reached a tentative agreement on August 25, 2018, for a two-year successor MOU and SRFA membership subsequently ratified the tentative agreement. The proposed new MOU was presented for discussion at the September 17 Council meeting and there were no public comments. Staff is returning with a resolution for approval of the MOU with SRFA.

ANALYSIS:

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

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

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

3. One-Time Payments:

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

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

1. Effective the first full pay period following City Council approval of the MOU, a one-time, non-pensionable payment of \$5,000 in exchange for the elimination of Revenue Sharing. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation; and
2. Effective the pay period including July 1, 2019, a one-time payment of \$3,000 in exchange for the elimination of Revenue Sharing. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

4. Eliminate Revenue Sharing: The revenue sharing provision to be eliminated provides a formula upon which a percentage of excess general tax revenues must be shared with members where specific criteria are met to increase the salary of SRFA job classes.

5. Uniform Allowance: The uniform allowance for all employees will be increased from \$425 per year to \$1,135 per year which has not been increased since 2001. The additional uniform allowance brings up this benefit slightly higher than that of the Bay Area labor market average.

6. Non-Economic Items: In addition to items discussed above, agreement was reached on other proposals, which reflect minor changes to existing provisions with no additional cost. The attached MOU includes all the changes agreed to by the parties. A brief overview of these negotiated MOU sections includes:

- FLSA Compliance (various sections):
 - Change references to "salary" (a term applicable to FLSA exempt staff paid on a salary) to "base hourly pay rate". The City does not believe that making this replacement would have any material impact on employees' compensation.
 - Hours of Work (Section 6.1): Amend language to define twenty-hour hour shifts versus fifty-six hour work weeks.
 - Overtime (6.2.1): Add language to define the FLSA work period and overtime eligibility.
- Association Orientation of New Employees & Employee Information (Sections 2.1.8 and 2.1.9): Pursuant to recent legislation (AB 119), the parties negotiated specific terms regarding SRFA access to new employees and communication to SRFA of employee information.
- Compensation Surveys (Section 3.1.5): Surveys will be conducted on the benchmark position of Firefighter-Paramedic in the final year of the contract.
- Pay Schedule (Section 3.1.6): The parties may reopen negotiations on the City's proposed change to the payroll schedule for suppression personnel.
- Retiree Health Insurance (Section 4.2.3): Clean up language to remove reference to a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) since payments are made directly to CalPERS.
- Contributions into RHS (Section 4.2.4): Clean up language to comply with administration of the existing benefit and consistent with plan documents.
- Vacation and Sick Leave Accrual Conversion (Section 5.3.4): Include language to define current practice for calculating accrual conversion when switching from a 24-hour shift

schedule to a 40-hour work week and vice versa.

- Holiday Pay (Section 5.4.2): Effective January 1, 2019, employees will be paid during the pay period that the holiday occurs instead of the current practice of paying on a biannual basis.
- Work Schedule / Established Work Week (Section 6.1.1): Clean up language to incorporate current practice. An employee assigned to a prevention, training or other special assignment who works an eight-hour shift receives 5.0% premium pay.
- Contract Overtime (Section 6.2.2): Clean up language. Clarify current contract overtime eligibility definition.
- Fire Captain Qualifications (Section 6.4.2): Incorporate language a Side Letter previously agreed to with SRFA regarding qualifications for promotional opportunities for Fire Captain.
- Safety Committees (Section 6.10.1): The committee shall meet at least quarterly, or more often as needed.
- Physical Fitness Program (Section 6.10.4): Incorporate language changes on the recommendation from the department Health and Wellness Committee.

FISCAL IMPACT:

The current total annual salary and benefit cost to the City for the 67 employees of SRFA is \$15,635,130. The additional ongoing incremental cost of the successor MOU beyond the FY 17/18 budget is:

	<u>Incremental FY 2018-19</u>	<u>Incremental FY 2019-20</u>
Wages:		
Base Salary (2%)	\$137,733*	\$196,132
Uniform Allowance:	\$ 47,570	- 0 -
Other costs:		
Pension**	\$119,138	\$138,425
Taxes (Medicare, W/C)	<u>\$ 13,862</u>	<u>\$ 19,035</u>
Total Incremental Cost:	\$318,303	\$353,592

**Cost of base salary increase over 10 months for FY 18/19 (September 2018 to June 2019). FY 19/20 cost is for 12 months.*

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

While the incremental cost is \$318,303 for fiscal year 2018-2019 and \$353,592 for fiscal year 2019-2020, the increases are compounding and therefore the projected total salary and benefit cost increase for the items specified above is \$990,198 for the two-year term. In addition, there is a cost of \$536,000 in one-time payments. These one-time payments will not contribute to employee Classic or PEPRA pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

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

- Staff's recommendation to adopt the resolution.
- Adopt resolution with modifications.

- Direct staff to return with more information.
- Take no action.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the resolution to approve the Memorandum of Understanding between the City of San Rafael and San Rafael Firefighters' Association pertaining to compensation and working conditions (July 1, 2018 through June 30, 2020).

ATTACHMENTS:

- Resolution with attached MOU between City of San Rafael and San Rafael Firefighters' Association for July 1, 2018, to June 30, 2020 (and all attachments).

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SAN RAFAEL FIREFIGHTERS' ASSOCIATION PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2018 THROUGH JUNE 30, 2020)

WHEREAS, the San Rafael Fire Association (SRFA) labor agreement with the City expired on June 30, 2018, after a two-year term; and

WHEREAS, the City of San Rafael and representatives of SRFA have met and conferred in good faith with regard to wages, hours and working conditions in accordance with the provisions of the Meyers-Milias-Brown Act; and

WHEREAS, a Memorandum of Understanding ("MOU") pertaining to the two-year period from July 1, 2018, through June 30, 2020, has been ratified by SRFA members.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: From and after the date of adoption of this Resolution, the City of San Rafael and San Rafael Fire Association (SRFA) shall utilize the MOU for the period beginning July 1, 2018, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by SRFA.

Section 2: The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 1st of October, 2018, by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL FIREFIGHTERS' ASSOCIATION

I.A.F.F., LOCAL 1775

JULY 1, 2018 - JUNE 30, 2020

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TABLE OF CONTENTS

1	GENERAL PROVISIONS	5
1.1	RECOGNITION	5
1.1.1	Association Recognition	5
1.1.2	City Recognition	5
1.2	NON-DISCRIMINATION	5
1.2.1	In General	5
1.2.2	Association Discrimination	6
1.3	INSPECTION OF MEMORANDUM OF UNDERSTANDING	6
1.4	EXISTING LAWS, REGULATIONS & POLICIES	6
1.5	STRIKES & LOCKOUTS	6
1.6	SEVERABILITY	6
1.7	FULL UNDERSTANDING, MODIFICATION, WAIVER	6
1.7.1	Joint Representation	6
1.7.2	Waiver & Modification	6
1.7.3	Effective Dates	7
2	MMBA	7
2.1	ASSOCIATION RIGHTS	7
2.1.1	Advance Notice of Change	7
2.1.2	Dues Deduction	7
2.1.3	Release Time	8
2.1.4	Association Access to Work Locations	8
2.1.5	Association Office Space	8
2.1.6	Conduct of Business	8
2.1.7	Association Meetings	8
2.1.8	Association Orientation of New Employees	9
2.1.9	Employee Information	9
2.2	MANAGEMENT RIGHTS	9
3	COMPENSATION	10
3.1	TOTAL COMPENSATION	10
3.1.1	Entry Level Step	10
3.1.2	Salary Increases	10
3.1.3	One-Time Payments	10
3.1.4	Compensation Goal & Definitions	11
3.1.5	Compensation Surveys	11
3.1.6	Pay Schedule	11
3.1.7	Fair Labor Standards Act	11
3.2	EDUCATIONAL INCENTIVE	12
3.2.1	Thirty (30) College Units Fire Science	12
3.2.2	AA Degree Fire Science	12
3.2.3	EMT I	12
3.2.4	Other Job Related Courses	12
3.3	OUT OF CLASS COMPENSATION	12
3.3.1	Firefighters and Firefighter-Paramedics	12
3.3.2	Fire Engineers	13
3.3.3	Fire Captains	13
3.4	SPECIALTY COMPENSATION	13
3.4.1	Paramedic Certification	13
3.4.2	Paramedic Liaison	13
3.4.3	EMT I Ambulance Drivers	13
3.4.4	ALS Transport Units	13
3.4.5	BLS Transport Unit	14
3.5	OTHER COMPENSATION	14

3.5.1	Uniform Allowance.....	14
3.5.2	Call-Back Pay.....	14
4	BENEFITS.....	14
4.1	JOINT BENEFITS COMMITTEE.....	14
4.2	HEALTH & WELFARE.....	14
4.2.1	Full Flex Cafeteria Plan.....	14
4.2.2	Life Insurance and Accidental Death & Dismemberment.....	15
4.2.3	Retirees Health Insurance.....	15
4.2.4	Contributions into Retiree Health Savings Account (RHSA).....	16
4.2.5	Deferred Compensation Plan.....	16
4.2.6	FSA (125 Plan) for Health & Dependent Care Expenses Reimbursement.....	16
4.3	DENTAL PLAN.....	17
4.3.1	Dental Plan.....	17
4.4	RETIREMENT.....	17
4.4.1	Retirement Contribution.....	17
4.4.2	Additional Pension Funding.....	17
4.4.3	Retirement Plans.....	17
5	SICK LEAVE.....	18
5.1.1	Accrual.....	18
5.1.2	Sick Leave Usage.....	18
5.1.3	Sick Leave Service Credit Option.....	19
5.1.4	Sick Leave Payoff upon Termination of Employment.....	19
5.2	VACATION LEAVE.....	19
5.2.1	Policy Statement.....	19
5.2.2	Rate of Accrual.....	19
5.2.3	Vacation Accrual Cap.....	20
5.2.4	Vacation Accrual when on 4850 Leave.....	20
5.2.5	Vacation Relief.....	21
5.3	LEAVE CONVERSION TO HOUR FOR HOUR.....	21
5.3.1	Accrued Balance Conversion.....	21
5.3.2	Sick and Vacation Leave Usage.....	21
5.3.3	Hourly Rate for Leave Payoff.....	21
5.3.4	Vacation and Sick Leave Accrual Conversion.....	21
5.4	HOLIDAYS.....	22
5.4.1	Days Observed.....	22
5.4.2	Holiday Pay.....	22
5.4.3	Holiday Routine.....	22
5.5	OTHER LEAVE.....	22
5.5.1	Court Appearance.....	22
5.5.2	Jury Duty.....	23
5.5.3	Military Leave.....	23
5.5.4	Workers' Compensation / Industrial Injury Leave.....	23
5.5.5	Family Medical Leave / California Family Rights Act.....	23
5.5.6	Catastrophic Leave.....	23
5.5.7	Bereavement Leave.....	23
6	TERMS & CONDITIONS OF EMPLOYMENT.....	24
6.1	HOURS OF WORK.....	24
6.1.1	Work Schedule / Established Work Week.....	24
6.1.2	Shift Trade Policy.....	24
6.2	OVERTIME.....	24
6.2.1	Overtime.....	24
6.2.2	Contract Overtime.....	25
6.2.3	Maximum Continuous Hours of Work.....	25
6.3	EMD-CERTIFICATION.....	25
6.4	SELECTION PROCESS.....	25

6.4.1	Promotional Recruitments	25
6.4.2	Fire Captain Qualifications.....	25
6.4.3	Fire Captain – Administrative Duty	26
6.4.4	Rule of Three	27
6.4.5	Duration of Eligibility Lists.....	27
6.5	CAREER DEVELOPMENT PROGRAM	27
6.6	PROBATIONARY PERIOD.....	28
6.6.1	Purpose of Probation	28
6.6.2	Periodic Probationary Evaluation	28
6.6.3	Length of Probationary Period.....	28
6.6.4	Rejection During Probation.....	28
6.6.5	Extension of Probationary Period.....	28
6.6.6	Notification of Extension or Rejection.....	28
6.6.7	Regular Status	28
6.6.8	Promotion of Probationary Employee.....	28
6.6.9	Unsuccessful Passage of Promotional Probation.....	28
6.7	TRANSFERS / REASSIGNMENTS	29
6.7.1	Types of Transfers.....	29
6.7.2	Minimum Qualifications & Probation.....	29
6.7.3	Station Transfers	29
6.8	STAFFING LEVELS.....	29
6.8.1	Constant Staffing	29
6.8.2	Minimum Staffing	29
6.8.3	Hiring Additional Personnel	29
6.8.4	Paramedic Staffing	30
6.9	PERSONNEL RULES & REGULATIONS.....	30
6.9.1	Wireless Communication Policy	30
6.9.2	Drug & Alcohol Policy	30
6.9.3	Outside Employment Policy.....	30
6.9.4	Use of Fire Apparatus for Shopping	30
6.9.5	Light Duty Policy Statement.....	31
6.9.6	No Smoking / Tobacco Use Policy	31
6.9.7	Grooming Standards.....	31
6.10	MISCELLANEOUS	31
6.10.1	Safety Committees	31
6.10.2	Management & Miscellaneous Positions.....	32
6.10.3	Medical Standards.....	32
6.10.4	Physical Fitness Program.....	32
6.10.5	Association Meetings with the Fire Chief.....	34
6.10.6	Shared Services	35
6.10.7	Gym Reimbursement.....	35
7	PROCEDURES	35
7.1	DEMOTION.....	35
7.1.1	Demotion.....	35
7.2	TERMINATION OF EMPLOYMENT.....	35
7.2.1	Resignation.....	35
7.2.2	Termination - Layoff (Lack of work or funds).....	35
7.2.3	Termination - Disciplinary Action	35
7.2.4	Termination During Probation.....	35
7.2.5	Retirement	36
7.3	DISCIPLINARY ACTION.....	36
7.3.1	Definition.....	36
7.3.2	Authority.....	36
7.3.3	Causes for Disciplinary Action	36
7.3.4	Appeal of Disciplinary Action	37
7.3.5	Arbitration (Disciplinary Action).....	37

7.4	GRIEVANCE PROCEDURE	37
7.4.1	Definition	37
7.4.2	Initial Discussions	37
7.4.3	Referral to City Manager.....	38
7.4.4	Arbitration (Grievance).....	38
7.5	REDUCTION IN FORCE	38
7.5.1	Authority.....	38
7.5.2	Notice.....	38
7.5.3	Order of Layoff.....	38
7.5.4	Seniority.....	38
7.5.5	Bumping Rights	39
7.5.6	Transfer Rights	39
7.6	RE-EMPLOYMENT	39
7.6.1	General Guidelines	39
7.6.2	Right to Re-Employment.....	39
7.6.3	Time Limits.....	39
7.6.4	Availability.....	39
7.6.5	Probationary Status	39
7.6.6	Restoration of Benefits	40

LIST OF EXHIBITS

Exhibit A	Salary Schedules for July 1, 2018 – June 30, 2020
Exhibit B	San Rafael Firefighters’ Association Represented Benchmark and Internal Relationships
Exhibit C	San Rafael Fire Department Drug and Alcohol Testing Policy and Procedures
Exhibit D	Firefighters Outside Employment Policy
Exhibit E	Memorandum from Liebert Cassidy Whitmore regarding Firefighters Memorandum of Understanding & Firefighters Bill of Rights
Exhibit F	Side Letter, Chief Officer Suppression Qualifications
Exhibit G	Side Letter, Acting Captain Requirements

MEMORANDUM OF UNDERSTANDING
between
CITY OF SAN RAFAEL
and
SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, and representatives of the City of San Rafael have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Chapter 1, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and the employer/employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the San Rafael City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 2020. When ratified by the City Council, this Memorandum of Understanding shall be binding upon the San Rafael Firefighters' Association, I.A.F.F., Local 1775, the employees it represents, and the City of San Rafael.

As used throughout this Memorandum of Understanding, the pronoun designations "he" or "his" is intended to be applicable to both the male and female gender.

1 GENERAL PROVISIONS

1.1 RECOGNITION

1.1.1 Association Recognition

The San Rafael Firefighters' Association, I.A.F.F., Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code Section 3501, (b), for all employees in classifications represented by the Association, said classifications being set forth in Exhibit A.

1.1.2 City Recognition

The Municipal Employee Relations Officer of the City of San Rafael or any person or organization duly authorized by the Municipal Relations Officer, is the representative of the City of San Rafael, hereinafter referred to as the "City" in Employer-Employee relations, as provided in Resolution No. 12189 adopted by the City Council on February 5, 2007.

1.2 NON-DISCRIMINATION

1.2.1 In General

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, perceived sexual orientation, gender, gender expression, gender identity,, marital status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental disability.

Any employee who believes they are being discriminated against should refer to the City of San Rafael's Harassment Policy for the process of receiving an internal administrative review of their complaint. This administrative procedure shall be used as the internal complaint procedure in lieu of the grievance procedure outlined in this MOU (Chapter 7).

1.2.2 Association Discrimination

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

1.3 INSPECTION OF MEMORANDUM OF UNDERSTANDING

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

1.4 EXISTING LAWS, REGULATIONS & POLICIES

This Memorandum is subject to all applicable laws.

1.5 STRIKES & LOCKOUTS

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees, and the Association agrees that it will not agree to, encourage, or approve any strike or slow down growing out of any dispute relating to the terms of this Agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

1.6 SEVERABILITY

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

1.7 FULL UNDERSTANDING, MODIFICATION, WAIVER

1.7.1 Joint Representation

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

1.7.2 Waiver & Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of meeting and conferring for a proposed Memorandum of Understanding between the parties to be effective on or after July 1, 2020.

1.7.3 *Effective Dates*

This Agreement will be in effect from July 1, 2018 through June 30, 2020. 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.

2 MMBA

2.1 ASSOCIATION RIGHTS

2.1.1 *Advance Notice of Change*

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, and any Board or Commission, or any Department and the Association shall be given the opportunity to meet and confer with the City and Representatives prior to adoption. In cases of emergency, when the City Council determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet and confer at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution or regulation shall be provided to the association together with the notice required by this Section, whenever possible.

2.1.2 *Dues Deduction*

Payroll deduction for membership dues shall be granted by the City to the Association.

The following procedures shall be observed in the withholding of employee earnings:

1. Payroll deductions shall be for a specified amount in uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deductions shall be made only upon the employees' written authorization.
2. Authorization, cancellation or modifications of payroll deduction shall be made upon forms provided or approved by the City Manager or his/her designee. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager or his/her designee. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the classification to which such employees are assigned.
3. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
4. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period.
5. In the case of an employee who is in a non-pay status during a part of the pay period, if the salary is not sufficient to cover the full withholding, no deductions shall be made. In

this connection, all other required deductions have priority over the employee organization deduction.

6. The Association shall file with the City an indemnity statement wherein the Association shall indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues, assessments and other payments to the Association. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.1.3 *Release Time*

The City shall allow a reasonable number of Association representatives who are official representatives of the Association be given time off without loss of compensation or other benefits when formally meeting and conferring with representatives of this City on matters within the scope of representation. One hundred forty-four (144) hours per calendar year shall be provided for union release time, apart from MMB activity, with ten days advance notice and approval of the Fire Chief. Once approved, hours will be deducted from this total on an hour for hour basis per representative. Except by mutual agreement, the number of Association representatives excused for such purposes shall not exceed three (3) at any one time, per the approval process outlined above.

2.1.4 *Association Access to Work Locations*

Reasonable access to employee work locations shall be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with City representatives. Access may be restricted so as not to interfere with the normal operations of Department or with established safety or security requirements.

2.1.5 *Association Office Space*

The Association shall be allowed office space on City property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

2.1.6 *Conduct of Business*

Consultations between the City and the Association, for discussion of grievances and for negotiations between the City and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

2.1.7 *Association Meetings*

The Association shall be able to use Fire Department facilities for meetings provided space and time are available. All meetings using Fire Department facilities must have prior approval of the Fire Chief or his/her designee. Employees and companies normally covering the first in district where any such meeting is being held will be allowed to attend provided they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

2.1.8 *Association Orientation of New Employees*

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

2.1.9 *Employee Information*

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

2.2 MANAGEMENT RIGHTS

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

1. To manage the City generally and to determine the issues of policy.
2. To determine the existence of facts which are the basis of the management decision.
3. To determine the necessity of any organization or any service or activity conducted by the City and expand or diminish services.
4. To determine the nature, manner, means, technology and extent of services to be provided to the public.
5. Methods of financing.
6. Types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
10. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
11. To establish and modify organizational productivity and performance programs and standards.
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations, the Firefighters Procedural Bill of Rights and this Memorandum of Understanding.
13. To determine job classifications and to reclassify employees.

14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.
15. To determine policies, procedure and standards for selection, training and promotion of employees.
16. To establish employee performance standards including but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
19. To take any and all necessary action to carry out the mission of the City in emergencies.

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

3 COMPENSATION

3.1 TOTAL COMPENSATION

3.1.1 Entry Level Step

All entry level Firefighters hired on or after July 1, 2013 shall be paid at the entry level step for the base hourly pay rate and incentives as indicated in Exhibit A through the probationary year.

3.1.2 Salary Increases

Effective the first full pay period including September 1, 2018, the City will increase base wages for all employees by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees by 2.0%.

Future salary adjustments for Fire Mechanics will be based on labor market comparisons of Fire Mechanic positions that perform similar duties of the City's Fire Mechanic.

Effective July 1, 2008, the Fire Captain Specialist base hourly pay rate will be set at 5% above the Fire Captain base hourly pay rate (see Exhibit B).

3.1.3 One-Time Payments

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

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

1. Effective the first full pay period following City Council approval of the MOU, a one-time, non-pensionable payment of \$5,000 in exchange for the elimination of Revenue Sharing. This payment will not contribute to Classic or PEPPRA employees' pensions and is subject to normal payroll taxation; and

2. Effective the pay period including July 1, 2019, a one-time payment of \$3,000 in exchange for the elimination of Revenue Sharing. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

3.1.4 *Compensation Goal & Definitions*

It is the goal of the City Council to try to achieve a total compensation package for all employees represented by the Association in an amount equal to the following:

1. The average, plus one dollar, of the total compensation paid to the same or similar classifications in the following ten (10) cities/districts: Alameda, Alameda County, Fairfield, Hayward, Napa, Novato Fire District, Santa Rosa, Southern Marin, South San Francisco, and Vallejo; AND,
2. The highest total compensation paid to the same or similar classifications in agencies in Marin County.

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

3.1.5 *Compensation Surveys*

To measure progress towards the above-stated goal, the City will survey the benchmark position, Firefighter-Paramedic before February of the final year of this contract.

Identified benchmark positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the benchmark position is identified by the survey agency as having similar job duties, qualifications, class and grade compared to the Association's benchmark position. The City and the Association may identify other city/agency positions to be included in San Rafael's compensation survey upon similar duties, qualifications, class and grade to those set out in Exhibit B of this MOU.

Survey data will include all salary and benefit increases, as defined in 'total compensation', in place or to be effective no later than February 1 of that same year. The City and the Association shall review the benchmark and related survey data for accuracy and completeness.

3.1.6 *Pay Schedule*

During the term of this Agreement, the parties may reopen negotiations on the City's proposed change of the payroll schedule for suppression personnel from 24 pay cycles per year to payment after each twenty-four day FLSA 207(k) work period, which would be approximately 15 pay cycles per year. Any changes to mandatory subjects of bargaining during the term of the MOU will be implemented subject to mutual agreement.

3.1.7 *Fair Labor Standards Act*

The Parties shall continue to discuss changes to ensure the City's compliance with the FLSA. The Parties understand that the City has the management right to administer its payroll system in compliance with the law and also understand that all impacts of any resulting changes to employee compensation must be negotiated with SRFA.

3.2 EDUCATIONAL INCENTIVE

To increase the educational level of the employees in the Fire Department, and to assist in the recruitment of public safety members into the fire service, the City shall pay an educational incentive in accordance with the following:

3.2.1 *Thirty (30) College Units Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and have successfully completed 30 accredited college units of Fire Science or Fire Technology shall receive additional compensation amounting to 2.5% of their base hourly pay rate.

3.2.2 *AA Degree Fire Science*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who possess an A.A. or A.S. degree in Fire Science or Fire Technology shall receive additional compensation amounting to 5% of their base hourly pay rate.

3.2.3 *EMT I*

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional compensation amounting to 2.5% of their base hourly pay rate. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT - 1, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT - 1 certificate as a condition of employment.

3.2.4 *Other Job-Related Courses*

It is agreed that college course work other than those specified in "3.2.1." and "3.2.2." completed by non-safety members of the department may be deemed to be job-related by the Fire Chief to qualify for the 2.5% or 5.0% educational incentives. This is provided in lieu of "3.2.1." or "3.2.2." but will not preclude an employee from receiving "3.2.1." or "3.2.2." It is agreed that an employee shall receive not more than one (1) educational incentive. Educational incentive for non-safety members of the department shall not exceed 5.0% exclusive of EMT incentives.

3.3 OUT OF CLASS COMPENSATION

When safety employees work out of their normal classification, they will be compensated and governed by the following rules:

3.3.1 *Firefighters and Firefighter-Paramedics*

All firefighters and firefighter-paramedics with one and one-half (1.5) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who provide documentation which proves that they meet the eligibility requirements to take the Engineer's promotional examination are eligible to work out-of-class as an Engineer.

All firefighters and firefighter-paramedics with four (4) years or more of line service (line service is defined as active participation as a member of an Engine, Truck Company or Medic Unit working a standard 24 hour work schedule with the City of San Rafael Fire Department) who

provide documentation which proves that they meet the eligibility requirements to take the Captain's promotional examination are eligible to work out-of-class as Captain.

When working out of class as Engineers or Captains, the Firefighter or Firefighter-Paramedic will be paid the appropriate out-of-class compensation for each full shift completed in the out-of-class position. They will be paid at the same step as their regular position, i.e., Step A – Firefighter-Paramedic is paid at Step A, - Engineer or Step A - Captain.

3.3.2 *Fire Engineers*

All Engineers who meet the minimum qualifications of the Captain classification will perform in Acting Captain status as needed and will be paid out-of-class compensation at the same step as their regular position, i.e., Step A - Engineer is paid at Step A - Captain. Engineers will be paid the out-of-class compensation for each full shift completed in the out-of-class position.

3.3.3 *Fire Captains*

All Fire Captains who meet the eligibility requirement to take the Battalion Chief-Operations promotional exam may work out of class as Battalion Chief-Operations. When working out of class as Battalion Chief-Operations, Captains will be paid the appropriate out-of-class compensation for each full shift completed. They will be paid at the same step as their regular position, i.e., Step C-Captain is paid at Step C–Battalion Chief–Operations.

3.4 SPECIALTY COMPENSATION

3.4.1 *Paramedic Certification*

Fire Captains and Engineers are not eligible for the Paramedic compensation. Fire Captains, Engineers and Firefighter-Paramedics are eligible for an A.C.L.S. incentive equal to 2.5% of their base hourly pay rate in lieu of the E.M.T. incentive (applicable only to those employees who have completed their first year of full-time service).

All fees and continuing education expenses associated with license maintenance will be reimbursed by the City upon verification of completion of the required training.

3.4.2 *Paramedic Liaison*

The Paramedic liaison and Assistant Paramedic liaison will be selected by those individuals assigned Paramedic duty and will serve for a minimum of one (1) year and a maximum of two (2) years. The individual selected as the Paramedic Liaison will receive \$200.00 per month premium pay over and above his/her base hourly pay rate while serving in this capacity. The individual selected as the Assistant Paramedic liaison will receive \$100 per month premium pay over and above his/her base hourly pay rate while serving in this capacity. Individuals may serve more than the 2 year maximum if no other candidates accept a nomination and run for the position.

3.4.3 *EMT I Ambulance Drivers*

EMT-1 drivers shall receive a ten-dollar (\$10.00) bonus for each shift, full or partial that they are assigned to drive either ambulance. Regular assignment to the paramedic unit as an EMT-1 shall be voluntary. Non-voluntary assignment to the paramedic unit as an EMT-1 shall be made to cover absence of members regularly assigned to the unit. Association members cannot refuse assignment to staff the paramedic ambulance.

3.4.4 *ALS Transport Units*

The Fire Department operates three ALS transport units. Two full-time ALS units will be staffed with two (2) Firefighter EMT-P. The "cross-staffed" ALS unit will be staffed with a minimum of

one (1) Firefighter EMT-P and one (1) EMT Captain, Engineer, or Firefighter. The cross-staffed unit operates from a fire station that will be decided at the discretion of the Fire Chief and may vary on different platoons. Captain or Engineer EMT-Ps may volunteer to staff an ALS ambulance.

The Department will utilize an available fourth ALS Transport Unit at the discretion of the on-duty Battalion Chief or on-duty Fire Captains as needed to maintain adequate service levels.

The City shall have the right to deploy ALS Transport Units where needed as determined by the Fire Chief.

3.4.5 BLS Transport Unit

The department may deploy a BLS Transport Unit during the term of this agreement. The management and operational procedures related to this unit will be resolved through negotiations with the Department's Management Staff and the Association.

3.5 OTHER COMPENSATION

3.5.1 Uniform Allowance

Uniform members of the Fire Department shall receive a uniform allowance in the amount of \$567.50 at the completion of each six months of service ending May 31 and November 30. Uniform member employees shall receive a pro-rated amount during the first and last six months of service of \$94.58. Effective January 1, 2009 the City shall provide all new hire uniform members with 1 shirt and 1 pair of pants at the time of appointment. When needed, a maximum of 1 shirt and 1 pair of pants per year will be replaced by the City for all members. The uniform shall consist of Workrite Nomex pants and the Workrite Nomex uniform shirt. Fire Association members will be responsible for purchasing all other uniform related product with the uniform allowance provided. When uniform members leave employment, all shirts and pants will be returned to the department.

Fire administration will work with the Fire Association to identify 2 vendors for boot purchase. During odd numbered years, employees will be eligible for 1 pair of boots and will be responsible for any boot cost exceeding \$160.

3.5.2 Call-Back Pay

Employees covered by this Memorandum of Understanding shall be paid at a rate of time and one-half of the affected employee's regular hourly rate. Whenever an employee is asked to continue his/her work past the scheduled duty day or is called back to unscheduled duty by the Department. In such cases, a minimum of two hours callback pay shall be paid.

4 BENEFITS

4.1 JOINT BENEFITS COMMITTEE

Both parties agree to continue to utilize the Joint Benefits Committee for on-going review of benefit programs, cost containment, and cost savings options. The committee shall be made up of representatives of Miscellaneous, Supervisory, Police, Fire and Management employees

4.2 HEALTH & WELFARE

4.2.1 Full Flex Cafeteria Plan

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

The monthly flex dollar allowance includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution for an Employee, an Employee & One Dependent or an Employee & Two or More Dependents.

The monthly flex dollar allowance effective the first paycheck in December 2017 shall be:

For employee only:	\$ 733.39
For employee and one dependent:	\$1,173.42
For employee and two or more dependents:	\$1,525.46

Effective December 2018, flex dollar allowances shall increase on the first paycheck in December up to a maximum of three percent (3.0%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase medical insurance, taken in the form of cash to contribute to a deferred compensation (457) plan, or may be converted to taxable income.

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

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

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

4.2.2 Life Insurance and Accidental Death & Dismemberment

The City pays premiums for a life insurance and Accidental Death and Dismemberment (AD&D) policy for each employee. The life and AD&D policy shall provide a \$5,000 life insurance and a \$5,000 AD&D benefit.

Members of the Firefighters Association may choose to subscribe to a long-term disability (LTD) plan other than that offered by the City as long as there is no cost to the City.

4.2.3 Retirees Health Insurance

Employees represented by the Association who retire from the Marin County Retirement System are subject to Marin County Employee Retirement Association procedures and

regulations and applicable 1937 Act laws that govern such plans and are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

A. Employees hired on or before January 1, 2010

The City shall make a monthly retiree health insurance payment on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section.

The City's monthly payment shall be the difference between the premium cost of coverage minus the PEMHCA minimum contribution. The City's total payment (PEMHCA minimum contribution plus additional cost of retiree premiums) shall not exceed \$557 per month. The City's retiree health insurance contribution shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

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

4.2.4 Contributions into Retiree Health Savings Account (RHSA)

For employees hired on or after January 1, 2010, the City shall make a contribution each pay period into a Retiree Health Savings Account (RHSA) equal to 2.0% of top Step Firefighter-Paramedic base hourly pay for the pay period. Each eligible employee will make a contribution in the same amount each pay period as a payroll deduction. In the event an employee's salary is not sufficient to contribute the 2.0%, no City or employee contribution will be made until such time as the employee's salary is sufficient to make the contribution.

This contribution will occur each pay period beginning the month after the employee has been hired.

4.2.5 Deferred Compensation Plan

Over the course of this Agreement, the City will provide up to two deferred compensation plan providers, as allowed under the Internal Revenue Code Section 457. Costs of the plan are solely the responsibility of employees. No City contributions are provided for employees, except under the Payback provision identified in subsection 4.2.1 of this Memorandum of Understanding.

4.2.6 Flexible Spending Account (125 Plan) for Health & Dependent Care Expenses Reimbursement

The City will continue to offer a Flexible Spending Account (Section 125 Plan) pursuant to the IRS Code. Flexible Spending Accounts offered by the City include:

- a. Out-of-pocket medical expenses that qualify under the IRS Code effective January 1, 2013 at IRS Code limit, not to exceed \$2,500.
- b. Dependent care expenses that qualify under the IRS Code at the IRS Code limit (currently \$5,000 for calendar year 2006).

- c. Excess Medical premiums shall be deducted from employee's pay with pre-tax dollars as long as such deduction is allowable under the applicable IRS Code.

The City shall establish an annual enrollment period for the Flexible Spending Account and each employee must re-enroll if he/she wishes to participate in the FSA for the following calendar year. The City shall have the authority to implement changes to the FSA programs to comply with changes in applicable IRS laws without having to go through the meet and confer process.

4.3 DENTAL PLAN

4.3.1 Dental Plan

- a. The City will provide a dental insurance program providing 100% coverage for diagnostic and preventative care; \$25.00 deductible on corrective care (80/20 cost sharing after deductible) per calendar year per person, with a \$75 deductible limit per family; and orthodontic care (50/50 cost sharing).
- b. The dental plan shall provide for an 80/20 cost sharing for basic services such as casts, crowns and restorations. Major services such as bridgework and dentures are covered using a 50/50 cost sharing formula.
- c. The City will pay the entire premium cost for such a dental plan and shall pay the entire cost for any premium rate increases occurring during the term of this agreement.
- d. The calendar year benefit for each eligible, enrolled member is \$1,500 per calendar year. Orthodontic benefits remain unchanged and are limited to those dependents up to the age of 19 and subject to a \$1,000 per person, per lifetime benefit.

4.4 RETIREMENT

4.4.1 Retirement Contribution

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

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

4.4.2 Additional Pension Funding

Effective the pay period including September 1, 2013, each member shall pay an additional 1.0% of pensionable compensation to the Marin County Employee Retirement Association through a payroll deduction to help fund pension. This deduction shall be made on a pre-tax basis to the extent allowed by law.

4.4.3 Retirement Plans

On January 1, 2007, the City shall provide the Marin County Employee Retirement Association 3% at 55-retirement program to all safety members, as defined under the 1937 Act Government Code Section 31664, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employee's single highest year of compensation with a 3% COLA benefit cap.

On January 1, 2007, the City shall provide the Marin County Employee Retirement Association 2.7% at 55-retirement program to all miscellaneous members, as defined under the 1937 Act

Government Code Section 31676, subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws that govern such plans. This is based on an employee's single highest year of compensation with a 3% COLA benefit cap.

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

Miscellaneous employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest consecutive three years of compensation, in accordance with MCERA regulations. The annual pension adjustment will be a maximum of 2% COLA.

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

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

5 SICK LEAVE

5.1.1 Accrual

Each eligible full-time employee working a 56-hour work week shall earn sick leave credits at the rate of twelve (12) hours per month. Represented employees working a 40-hour work week shall continue to earn sick leave credits at the rate of eight (8) hours per month.

All eligible full-time employees shall earn sick leave credits at the rates specified above, commencing with the date of employment. Unused sick leave may be accumulated to any amount, but a cap exists for payoff purposes (see Section 5.1.4). The sick leave accrual rate is prorated for eligible part time employees.

5.1.2 Sick Leave Usage

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

- a. Personal illness of the employee or illness within the immediate family (immediate family under subsection 5.1.2 a is defined as employee's spouse, dependent children and/or employee's parents, not in-laws) or physical incapacity of the employee resulting from causes beyond the employee's control; or
- b. Enforced quarantine of the employee in accordance with community health regulations;
or

- c. In the event of a death or critical illness in the immediate family, an employee may, upon proper notification, be allowed to be granted an absence up to five (5) consecutive calendar days (combining duty and off duty days), using sick leave as needed during this period of absence, for such a circumstance either in or out of state. Where such death or critical illness has occurred, the employee will be expected to furnish satisfactory evidence of the situation to the Fire Chief if requested. The employee may request, and on approval of the Department Head, receive additional sick leave hours off in the event of such a death or critical illness in the immediate family. The immediate family is defined as spouse, children, parents, grandparents, brothers or sisters.

Except that in a. and b. above, an employee may not use sick leave for a work-related injury and/or illness once said employee has been determined permanent and stationary. The Association acknowledges the Fire Chief’s right to investigate sick leave abuse.

5.1.3 Sick Leave Service Credit Option

Employees who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after July 1, 1999, and within 120 days of leaving City employment (excludes deferred retirement), shall receive employment service credit, for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours said employee is eligible to receive and elects to receive in compensation at the time of retirement, pursuant to Section 5.1.4 - Sick Leave Payoff).

5.1.4 Sick Leave Payoff upon Termination of Employment

Upon termination of employment by resignation, retirement or death, employees who leave the municipal service in good standing shall receive compensation of all accumulated unused sick leave, based upon the rate of two percent (2%) of each year of service to a maximum of fifty percent (50%). The maximum accrual limits for sick leave payoff purposes are 1,200 hours for employees working a 40-hour work week and 1,680 hours for employees working a 56-hour work week. Sick leave payoff would be subject to a maximum of 600 hours for 40-hour per week employees and 840 hours for 56-hour per week employees, subject to the 2% per year formula noted above.

5.2 VACATION LEAVE

5.2.1 Policy Statement

Four (4) members per shift shall be allowed off on vacation during all days of the calendar year except for those sets of shifts containing a designated holiday as defined in Section 5.4.1 and including December 24th and 31st. For sets of shifts containing a holiday, three (3) members shall be allowed off on vacation. Vacation shall be administered in accordance with current Fire Department policy, which is incorporated into this MOU by reference of this statement.

5.2.2 Rate of Accrual

Vacation benefits shall accrue during the probationary period. Each regular full-time employee (part time regular are prorated) shall accrue vacation at the rate shown in the charts below:

For 40-hour per week employees

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	10 days or 80 hours	3.33 hours

36 – 119 months	15 days or 120 hours	5.0 hours
120 – 179 months	20 days or 160 hours	6.66 hours
180+ months	25 days or 200 hours	8.34 hours

For 56-hour per week employees

MONTHS OF SERVICE	ACCRUAL PER YEAR	ACCRUAL PER PAY PERIOD
0 – 35 months	5 shifts or 120 hours	5.0 hours
36 – 119 months	7.5 shifts or 180 hours	7.5 hours
120 – 179 months	10.0 shifts or 240 hours	10 hours
180+ months	12.5 shifts or 300 hours	12.5 hours

5.2.3 Vacation Accrual Cap

During each calendar year employees will be limited (capped) in the number of vacation hours they can accrue.

No employee may accrue more than 250 hours for 40-hour per week employees and 396 hours for 56-hour per week employees. Vacation accruals will resume once the employee's accumulated vacation balance falls below the allowable cap limit.

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

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

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

5.2.4 Vacation Accrual when on 4850 Leave

While on 4850 leave, if an employee exceeds the maximum vacation accrual (250 for 40 hours/week employees or 396 for 56 hours/week employees) he/she will be bought down to 200 vacation hours for 40-hour employees and 300 vacation hours for 56-hour employees. This buy-down will occur when the employee returns to regular duty and will be documented via a Personnel Action Report (PAR). The buy-down will not prevent employees from participating in the vacation conversion program or the vacation cash in program. Once the employee's hours have been bought down the employee will then continue to accrue vacation hours at their regular rate.

5.2.5 *Vacation Relief*

Beginning January 2005, the City converted to the constant staffing model and was no longer hiring vacation relief positions. Should the City wish to return to using vacation relief, following meeting and conferring with the Firefighter's Association on the implementation of such change, primary selection for vacation relief will occur annually and will be voluntary based on seniority (those employees in the Firefighter job class with the most seniority in the Fire Department will have the first opportunity to sign up for vacation relief).

If through the above reference voluntary selection process the department is unable to identify an adequate number of firefighters for this annual assignment employees will be assigned by the department using a least senior (seniority within the Fire Department) procedure.

Employees volunteering and/or being assigned to the vacation relief assignment must have completed two years with the San Rafael Fire Department as a safety member. At no time will there be more than two (2) Firefighter/Paramedics per shift assigned to Vacation Relief.

Those employees assigned to this annual vacation relief assignment shall be paid \$125.00 per month.

No employee shall serve more than three (3) consecutive years on vacation relief. After three (3) years of not serving on vacation relief, such employee may then work up to three (3) consecutive years on vacation relief.

5.3 LEAVE CONVERSION TO HOUR FOR HOUR

5.3.1 *Accrued Balance Conversion*

On January 1, 1995, each employee covered by this Memorandum of Understanding working a regularly scheduled 24-hour shift schedule had their current balances of accrued sick leave hours and accrued vacation leave hours multiplied by a factor of 1.5. The resulting figures then became each employee's new accrued balances of sick and vacation leave.

5.3.2 *Sick and Vacation Leave Usage*

Each employee covered by this Memorandum of Understanding shall have one (1) hour of sick leave or one (1) hour of vacation leave, as appropriate, deducted from their accrued balance for each hour of leave used during any reportable 24-hour period.

5.3.3 *Hourly Rate for Leave Payoff*

Effective with the conversion to hour for hour reporting, the hourly rate used for leave payoff purposes shall be based on 2080 annual work hours for represented job classes working a 40 hour work week and 2920 annual work hours for represented job classes working a 24-hour shift schedule.

5.3.4 *Vacation and Sick Leave Accrual Conversion*

When a member moves from a 24-hour shift schedule to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balances.

When a member moves from a 40-hour work week to a 24-hour shift schedule, accrued vacation and sick hours will be multiplied by 1.4 to determine new vacation and sick leave balances.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

5.4 HOLIDAYS

5.4.1 *Days Observed*

Employees covered under this Memorandum of Understanding shall be entitled to the following holidays:

January 1 st	New Year's Day
Third Monday in January	Martin Luther King Day
February 12 th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
March 31 st	Cesar Chavez Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
September 9 th	Admission Day
As observed by the City of San Rafael	Veteran's Day
As observed by the City of San Rafael	Thanksgiving Day
As observed by the City of San Rafael	Day after Thanksgiving
December 25 th	Christmas Day

5.4.2 *Holiday Pay*

All twenty-four hour shift employees covered under this Memorandum of Understanding are entitled to additional straight time compensation for every holiday in Section 5.4.1 that they are employed with the City. Straight time or straight hourly rate is defined as base hourly rate plus eligible premium pays. Said compensation shall be paid twice each year on the first pay period of December and the first pay period of June. Effective January 1, 2019, said compensation will be paid in the pay period in which the holiday occurs. The holiday pay formula for each holiday will be based on the employee's straight hourly rate multiplied by twelve hours. The holiday pay amount will be factored into the regular rate of pay for FLSA overtime.

All 40-hour week employees shall receive an 8-hour paid day-off or shall be paid one hour of additional straight time for each hour worked on the holidays listed in Section 5.4, in addition to 8 hours of holiday compensation at the straight hourly rate.

5.4.3 *Holiday Routine*

Holiday routine shall apply to New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. In addition to the emergency responses, the holiday routine shall consist of the normal daily emergency preparedness, routine maintenance of facilities and equipment and the related administrative work, and participation in public education or community events.

5.5 OTHER LEAVE

5.5.1 *Court Appearance*

Employees required to appear in court or other official hearings shall be granted a leave of absence with pay from their assigned duty until released by the Court. Employees required to appear in Court or other official hearings other than during their regular tour of duty shall receive a minimum of four (4) hours pay calculated at one and one-half times the employee's base

hourly pay rate. Employees shall appear in Class A uniform. The Fire Department, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 p.m. on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for calling the dispatcher after 6:00 p.m.

5.5.2 *Jury Duty*

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duty until released by the court. The employee shall notify his/her employer in advance when summoned for jury duty. If the employee is a shift employee and is selected to serve on a jury, said employee shall not be required to perform duty during non-court hours until released by the court.

5.5.3 *Military Leave*

Military leave as defined in State law shall be granted to any regular employee.

All employees entitled to Military Leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

5.5.4 *Workers' Compensation / Industrial Injury Leave*

Safety employees shall be governed by the provisions of Section 4850, et seq. of the Labor Code. Non-safety employees shall be governed by applicable state law and City Rules and Regulations. Refer to Section 5.1.2. for qualifications regarding use of accrued sick leave.

5.5.5 *Family Medical Leave / California Family Rights Act*

Family leave shall be granted in accordance with the Federal FMLA of 1993 and the CFRA of 1991. Requests for Family leave are submitted to the Fire Chief for approval and reviewed by the Human Resources Director for consistency with the law prior to approval.

5.5.6 *Catastrophic Leave*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Catastrophic Leave Policy which is available on the City's Intranet website.

5.5.7 *Bereavement Leave*

In the event of the death of an employee's spouse, registered domestic partner, child, parent, brother, sister, in-law(s), or a relative who lives or has lived in the home of the employee to such an extent that the relative was considered a member of the immediate family and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, up to three (3) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave within the state and up to five (5) days for 37.5 hour per week represented employees (2 shifts for 56 hour per week employees) of paid bereavement leave may be granted to attend an out of state funeral.

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

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

All suppression employees shall work a set of twenty-four hour shifts within a three (3) platoon system. Each suppression shift lasts twenty-four (24) consecutive hours, commencing at 0800 and continuing through 0800 the following day. A set is two consecutive twenty-four hour shifts.

6.1.1 Work Schedule / Established Work Week

Employees shall be assigned to either eight hours per shift, 40 hour per calendar week administrative shifts or twenty-four hour suppression shifts. All suppression employees are scheduled to work four sets of twenty-four (24) hour shifts within each twenty-four (24) day FLSA Section 7k work period as is illustrated below (commonly referred to as the "2X4" schedule):

X = 24 hour on-duty period

0 = 24 hour off-duty period

Example: XXOOOO/XXOOOO/XXOOOO/XXOOOO

Fire prevention personnel may work different schedules according to administrative needs.

Any employee working the 2 X 4 suppression schedule described above may agree to transfer to prevention, training or other special assignment, subject to the approval of the Fire Chief. An employee assigned to any of these special assignments who works an eight-hour shift shall receive a 5.0% premium pay. The special assignment shall last two years unless the Fire Chief and employee agree to extend the assignment.

The 2 X 4 schedule shall not change the rules regarding use of sick leave. Employees should notify the Fire Department administration that sick leave use is needed according to current policy and before each 24-hour shift. It is acknowledged by all parties that if a Fire Captain, Fire Division Chief or Fire Battalion Chief determines that an employee is too fatigued to continue work said Officer is authorized to send the employee home on sick leave.

6.1.2 Shift Trade Policy

To provide a mechanism which will enable Fire Department members to take a normally assigned work shift off without having to use vacation time, a shift trade policy has been implemented in order to maintain appropriate staffing levels. Refer to Fire Department Policy VI.

6.2 OVERTIME

6.2.1 Overtime

The work period for suppression personnel is twenty-four days pursuant to Section 207(k) of the FLSA, which begins at 8 a.m. on the first day of the work period and at 7:59 a.m. on the last day of the work period. The work period for administrative personnel is seven days, Sunday through Saturday of each calendar week. For administrative personnel, all work periods begin at midnight on the first day of the period and end one minute before midnight on the last day of the period.

The City shall pay FLSA overtime, i.e. hours actually worked in excess of 182 per 24-day work period, in compliance with the law. Approved paid vacation and approved paid sick leave shall count as hours worked towards overtime. There shall be no compensatory time off; all overtime shall be paid overtime.

In order to maintain appropriate staffing levels, all overtime coverage will be made on a rank for rank basis only as outlined in Fire Department Policy IVI, or with the assurance all positions within the company are covered to current department standards, including the placement of at least one person licensed as a paramedic on each company.

The City may reopen negotiations during the term of the Agreement to negotiate any issue within the scope of representation affected by the City's administration of a new payroll system and/or changes made to comply with the FLSA.

6.2.2 *Contract Overtime*

For employees working a twenty-four hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime.

For employees working an eight-hour shift schedule, approved paid vacation and approved paid sick leave shall count as hours worked towards overtime eligibility..

6.2.3 *Maximum Continuous Hours of Work*

No employee shall work more than one hundred and twenty (120) consecutive hours without the written approval of the Fire Chief or the Fire Chief's designee.

6.3 EMD-CERTIFICATION

EMT-D certification is a requirement for each employee with a safety classification. The certification is to be conducted on duty, between the hours 0800 and 1700, and counted as a portion of the eight-hour routine duty day.

6.4 SELECTION PROCESS

6.4.1 *Promotional Recruitments*

Recruitments in the Firefighter series to the rank of Fire Engineer and Fire Captain shall be promotional. In the event that no qualified candidates are identified through the examination process, the position(s) will remain vacant and another promotional recruitment will begin as soon as feasible, as determined by the Fire Chief. This will continue until a qualified candidate is found. The City will strive to maintain active promotional lists to prepare for vacancies.

6.4.2 *Fire Captain Qualifications*

Option 1

- A. Four (4) years full time suppression experience in the Firefighter series.
- B. Associate Degree in Fire Science or Fire Technology.
- C. San Rafael Fire Department Engineer Certification or Engineer Rank.
- D. Completion of NWCG S-231 and S-290 curriculum.
- E. State Fire Training Fire Officer Certification or completion of State Fire Training Company officer curriculum.

- or -

Option 2

- A. Five (5) years full time suppression experience in the Firefighter series.
- B. State Fire Training Fire Officer Certification or completion of State Fire Training Company Officer curriculum.
- C. San Rafael Fire Department Engineer Certification or Engineer rank.
- D. Completion of NWCG S-231 and S-290 curriculum.

- or -

Option 3

- A. Ten (10) years full time suppression experience in the Firefighter series.
- B. San Rafael Fire Department Engineer Certification or Engineer rank.
- C. Completion of Fire Command 1A and 1B or Company Officer 2D.
- D. Completion of NWCG S-231 and S-290 curriculum.

- or -

Option 4

- A. Seven (7) years full time suppression experience in the Firefighter series, with three (3) of those being in the position of Fire Engineer with the City of San Rafael
- B. Fire Command 1A and 1B or Company Officer 2D.
- C. Completion of NWCG S-231 and S-290 curriculum

For the purpose of definition, in Section 6.4.2., Firefighter series shall mean the following job classes: Firefighter, Firefighter-Paramedic, Fire Engineer and Fire Captain.

6.4.3 *Fire Captain – Administrative Duty*

Application for and acceptance of the position of Fire Captain includes the explicit understanding that Fire Captains may be assigned to either:

- A. Supervise a Fire Company and work a 24-hour per day shift on a 2 x 4 schedule
or
- B. Perform an Administrative assignment with the following conditions:
 - 1. Employee has cleared probation
 - 2. Employee will serve as the Training/ Safety Coordinator
 - 3. To serve as EMS Coordinator
 - 4. Assignment is for a 40-hour work week
 - Four 10-hour work days per week is optional.
 - Work day will include 1 hour for physical fitness

Assignment to Administrative Duty

In the event Administrative assignments remain vacant following the solicitation of volunteers, the assignment will be filled using reverse seniority based on each employee's date of appointment.

Administrative positions will be filled at the time of the Station bidding and will last for a 2 year period. Any period of time less than 2 years will be considered on a hardship basis at the discretion of the Chief and the incumbent.

In the event that a Captain has fulfilled a 2 year Administrative position but no positions as a Fire Company Captain are available, the Administrative position shall return to the bid process. If no officers choose the Administrative position it shall be filled by the least senior Captain having completed probation.

Once a Captain has served two years in an Administrative position, he/she will not be required to serve again. However, a person serving in the Administrative position may serve in that capacity for more than two years per the discretion of the Chief and the incumbent.

If 2 or more line Captain assignments are vacant at the time of the Station bid, the Administrative position shall be suspended until the Department is able to reach full staffing of

the Captain position. When full staffing has been achieved the position shall return to the bid process.

Compensation and Overtime

Captains filling an Administrative position shall receive (5%) Premium Pay as outlined in Section 6.1.1 and shall also receive an additional Incentive Pay of 5% added to the base salary. However, when a Captain works overtime while on Administrative assignment, this additional 10% will not be added to the hourly rate and overtime pay shall be based on the base salary.

Captains filling an Administrative assignment are eligible for shift overtime if it does not conflict with their regular work schedule. If a Captain works shift overtime, the hourly rate of pay will be adjusted to the 24-hour shift rate and the hourly rate will not include the 5% Premium Pay or the 5% Incentive Pay. Captains filling administrative assignments are exempt from mandatory overtime.

Vacation and Sick Leave Accrual

When a member moves from a 24-hour shift to a 40-hour work week, accrued vacation and sick hours will be multiplied by 0.714 to determine new vacation and sick leave balance.

When a member moves from a 40-hour work week to a 24-hour shift, accrued vacation and sick hours will be multiplied by 1.4, to determine new vacation and sick leave balance.

Vacation and sick leave accrual for employees on a 40-hour work week will be at the rates outlined (per pay period) in the MOU for 40-hour work week employees.

6.4.4 Rule of Three

Appointments made off of departmental promotional lists or open lists for Fire Department vacancies which have Fire Department employees on them require filling of vacancies from within the top three names on a certified list as follows:

- 1 opening = 3 candidates
- 2 openings = 4 candidates
- 3 openings = 5 candidates and etc.

The Human Resources Director may remove a name of an eligible employee from a list if he/she has been rejected or passed over three times by the appointing authority.

Nothing herein shall require use of a Rule of Three for entry-level selections, which shall be subject to a Rule of the List. Should the number of candidates fall below the stated number for the vacancy openings, the Human Resources Director may certify an eligibility list in accordance with the City's Personnel Rules and Regulations Article 6.6.

6.4.5 Duration of Eligibility Lists

Eligibility lists (entry level and promotional) shall remain in effect for twelve (12) months from the established date and can be extended by an additional six (6) months at the written request of the Fire Chief.

6.5 CAREER DEVELOPMENT PROGRAM

The San Rafael Firefighters Association agrees to conform to the Career Development Guidelines regarding Engineer Certification (Policy 1-V-10) and Firefighter (Policy 1-V-9) as revised 11-18-03 and 9-23-08 respectively, and said policy is hereby incorporated by reference.

6.6 PROBATIONARY PERIOD

6.6.1 Purpose of Probation

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status.

6.6.2 Periodic Probationary Evaluation

After passing an examination and accepting appointment, each employee shall serve a probationary period. During this probationary period the employee's performance shall be evaluated at least twice, once during the fourth (4th) month and once during the eighth (8th) month. The results of these evaluations shall be discussed with the employee.

6.6.3 Length of Probationary Period

The probationary period on original and promotional appointments shall be for twelve (12) months.

6.6.4 Rejection During Probation

During the probationary period an employee may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law.

6.6.5 Extension of Probationary Period

The probationary period shall not be extended except in the case of extended illness or injury or compelling personal situation during which time the employee was unable to work. In such cases, the probationary period may be extended for the length of time the ill or injured employee was unable to work.

6.6.6 Notification of Extension or Rejection

The Fire Chief shall notify the Human Resources Director in writing of his/her intention to extend the employee's probationary period or reject the employee. After discussion with the Human Resources Director, the Fire Chief shall notify the employee in writing of his/her extension or rejection.

6.6.7 Regular Status

For the purpose of this agreement, regular status shall mean; full time, non-probationary status. Regular status shall commence with the day following the expiration date of a probationary period.

6.6.8 Promotion of Probationary Employee

An employee serving a probationary period may be promoted to a position in a higher classification. When an employee is promoted under such circumstances, the probationary period of the lower classification shall be suspended. This suspension, the new promotional probationary period and the promotional appointment shall commence on the same date.

6.6.9 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for

dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject: to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

6.7 TRANSFERS / REASSIGNMENTS

6.7.1 Types of Transfers

Transfers may be within the same department (intra-departmental) or between departments (inter-departmental). The requirements for each are as follows:

- a. **Inter-departmental transfers.** An employee may be transferred from a position in one department to a position in the same classification in another department, with the recommendation of the two department heads and the approval of the City Manager.
- b. **Voluntary transfers.** An employee may make a written request for transfer to the Personnel Director to a position in the same or similar classification with the same salary range. Such a request may be made on the recommendation of the affected department head(s) and the approval of the City Manager.

6.7.2 Minimum Qualifications & Probation

Any persons transferred to a different classification shall possess the minimum qualifications for that classification. In the case of a voluntary transfer, the employee shall serve a six (6) month probationary period.

6.7.3 Station Transfers

Station transfer will be in accordance with department policy 1-V-24, Station Bid Preference Guideline, which is hereby incorporated by reference.

6.8 STAFFING LEVELS

6.8.1 Constant Staffing

The City determines the level of service and therefore the overall size of the Fire Department's staff. However, the City is committed to provide safe staffing levels for the City's firefighters and the public. The City and the Association agree to continue Constant Staffing as implemented in 2005. This allows the City to maintain staffing needs through current staffing levels and callback when necessary. Constant Staffing levels will consist of a range not to exceed 22 personnel per each shift operating no more than six companies and no more than 2 medic units. The City shall promptly commence hiring and/or promotions to ensure refreshed staff at each rank and to minimize or eliminate forced overtime.

6.8.2 Minimum Staffing

Minimum Staffing will consist of a range of personnel per each Company. The range will consist of staffing each engine company with 3 members qualified to function in the following roles, (1) Captain, (1) Engineer, (1) Firefighter or Firefighter Paramedic. Staffing for each Medic unit shall consist of (2) Firefighter Paramedics.

6.8.3 Hiring Additional Personnel

In addition to those listed in this paragraph, when the Department reaches full staffing the City may hire up to three additional personnel for permanent vacancies. Hiring additional personnel would require the mutual consent of the Fire Chief and the Firefighters Association.

6.8.4 *Paramedic Staffing*

It is a goal of the fire department to assign at least one Firefighter/Paramedic to each Engine or Truck Company and realize ALS assessment capabilities for those units.

Captain or Engineer EMT-Ps no longer receive the direct paramedic incentive that is now built into base salary and are encouraged to continue participation in the paramedic program in an effort to deliver ALS service from all fire stations. The City will facilitate the continued cost of EMT-P licensure and continuing education. Captain and Engineer EMT-Ps are encouraged to assist with fire department staffing to maximize our ability to field Engine/Truck Companies as Assessment Units.

Firefighter/Paramedics will serve in assignments on Engine or Truck Companies and Medic Units to facilitate the maintenance of firefighting and paramedic skills. Quarterly or less frequent station rotation of non-probationary Firefighter/Paramedics between two fire stations may be employed to enable this alternation of duties. Firefighter/Paramedics are available for occasional relocation from regularly assigned stations when exigent circumstances require a paramedic to maintain the provision of ALS service on Medic Units.

6.9 PERSONNEL RULES & REGULATIONS

The City and the Association met and conferred over a revision to the City's Rules and Regulations and agreement was reached in October of 1995. Prior to final consideration of any future, proposed amendments to these rules that constitute a change in or impacts wages, hours or terms and conditions of employment, said proposed amendment(s) shall be subject to the provisions of the Meyers-Milias-Brown (MMB) Act.

6.9.1 *Wireless Communication Policy*

Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Wireless Communication Policy which is available on the City's Intranet website.

6.9.2 *Drug & Alcohol Policy*

The City and the Association both support a drug and alcohol free work place. Association members will adhere to the provisions of the Drug and Alcohol Testing Policy and Procedures attached herein as Exhibit E and will continue to work with the City to develop a mutually agreeable policy within the terms of this Memorandum of Understanding. It is understood that the policy will apply to all represented departmental employees and non-represented fire safety employees.

6.9.3 *Outside Employment Policy*

No regular employee shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his/her duties with the City. It is the intent of this provision to exercise the authority granted by Section 1126 of the Government Code, subject to the limitations provided therein. Effective July 1, 2008 Association members have agreed to adhere to the provisions of the City's Firefighters Outside Employment Policy attached herein as Exhibit F and available on the City's intranet website.

6.9.4 *Use of Fire Apparatus for Shopping*

Affected employees will be allowed to use fire vehicles for shopping. Affected employees shall carry a portable radio or alert device and shall remain ready to respond to any call received.

6.9.5 *Light Duty Policy Statement*

Light duty is offered to employees with temporary medical disabilities under the following circumstances:

1. Must be medically authorized by the individual's treating physician.
2. Any and all work restrictions or modifications necessary to accommodate the employee's temporary disability must be thoroughly defined.
3. There must be actual light duty work available that can accommodate the temporary modifications.
4. This option is available to all employees whether the debilitating injury occurred on or off duty.
5. Light duty will be applied in a non-discriminatory manner.
6. All light duty assignments will consist of work, which falls within the scope of regular employment in the Fire Department, which can accommodate prescribed temporary physical limitations. Light duty assignments may include, but are not limited to, departmental work such as: fire prevention, running supplies and administrative projects. Light duty will be the only circumstance where an employee will be required to perform duties outside of his/her job description. It is understood and agreed that light duty assignments will be confined to the Fire Department.

6.9.6 *No Smoking / Tobacco Use Policy*

Employees hired by the City of San Rafael after 7/1/08 are required to sign a condition of employment statement that they agree not to smoke or use tobacco products of any kind while employed by the City of San Rafael. This signature must be obtained prior to the date of hire.

Employees hired **before** 7/1/08 will not be allowed to smoke or use other tobacco products as follows:

1. While inside any City/Fire Department vehicle
2. While in public when on-duty or in uniform
3. In compliance with State Law and Local Ordinances

The City will provide tobacco cessation assistance to employees who desire to stop using tobacco products. Employees will be referred to the City's employee assistance program for initial assistance and, if needed, will be eligible to receive up to \$2500 in additional funds to complete a certified tobacco cessation program. Written approval from the Fire Chief is required for the additional funding.

6.9.7 *Grooming Standards*

All personnel covered by this Memorandum of Understanding shall conform to the Grooming Standards specified in Departmental Policy 1-VI-2 and said policy is hereby incorporated by reference.

6.10 MISCELLANEOUS

6.10.1 *Safety Committees*

Fire Department Committee: In order to promote health and safety among the Fire Department employees, a joint committee of seven (7) will be established with equal representation and authority, with four (4) employees to be designated by the Fire Chief and three (3) employees designated by the Association. This committee shall be called the Health

and Safety Committee. The committee shall meet quarterly or more often as needed in order to review accident records and other data bearing on the employee's health and safety. The committee shall make recommendations for the correction of any undesirable conditions, which may be found to exist.

City-Wide Committee: If the City reinstates a City-wide Safety Committee, one member designated by the Firefighter's Association shall serve on this committee.

6.10.2 *Management & Miscellaneous Positions*

The position of Fire Chief is deemed a management position and included in the Resolution Pertaining to the Compensation and Working Conditions for Unrepresented Management and Mid-Management Employees for salaries and fringe benefits. The Fire Division Chief, Fire Battalion Chief - Operations, and Administrative Chief are deemed mid-management positions and are included in the San Rafael Fire Chief Officers' Association schedules for salaries and fringe benefits. The Fire Department clerical personnel are included in the S.E.I.U. 949 Supervisory and Miscellaneous Units Memorandum of Understanding, with the exception of the Administrative Assistant to the Fire Chief position, which is part of the Association of Confidential Employees.

6.10.3 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Firefighters' Association, I.A.F.F., Local 1775. A medical standards ordinance to be applicable to Fire Department personnel in the classification of Firefighter, Firefighter-Paramedic, Engineer, and Captain will be discussed by the City and the Association and will be adopted only after mutual agreement by both parties.

6.10.4 *Physical Fitness Program*

Members of the Association have agreed to adhere to the provisions of the Employee Health and Wellness Program as outlined below:

A. Health and Wellness Committee

Fire Management will manage a Wellness/Fitness Committee with representation comprised of both Fire Management and representatives of the Association. The purpose of the Committee is to maintain a comprehensive Wellness/Fitness program to improve the physical and general health of all unit employees.

B. Health and Wellness Program

Employees shall participate in a Wellness/Fitness program conducted by a mutually agreed upon provider.

1. Comprehensive Fitness Assessment and Profile

A fitness evaluation will be conducted annually by a mutually agreed upon provider. This evaluation may include, but not limited to:

- a. 12 lead EKG printout with computer interpretation at rest
- b. Pulmonary function recording of lung capacity and flow rates
- c. Resting and exercise blood pressure measurement
- d. 12 lead EKG printout during graded exercise treadmill test
- e. Body composition evaluation
- f. Abdominal endurance crunch test
- g. Pushup evaluation of upper body strength and endurance
- h. Grip strength

- i. Lower body strength test
- j. Trunk, legs, shoulder and spinal flexibility tests
- k. Health appraisal and coronary risk questionnaire
- l. Individual fitness profiles compiled from above evaluations

2. Blood Chemistry Panel

The blood chemistry panel shall include, but not limited to the following:

- a. Glucose, Bun, Creatine, Bun/Creatine ration, SGOT, SGPT, LDH, GGTP, Billirubin, Alkaline Phosphate, Calcium, Phosphorus, Potassium, Chloride, Uric Acid, Triglyceride, Cholesterol (HDL & LDL and Coronary risk ratio), Globulin, Albumin, Total Protein and A/G Ratio, PSA for male and OCS for female employees.

3. Heavy Metal and Special Exposure Screening (hazmat members or under specific exposures)

Baseline testing for heavy metals and special exposures may be performed under special circumstances, such as hazardous materials exposures; recurrent exposures; other known exposures; or where under federal, state, or provincial regulations requires it, such as OSHA standards. The following screenings may be utilized: urine screen accesses exposure to arsenic, mercury and lead; blood screen for lead and zinc protoporphyirin assesses exposure to lead; testing and screening for specific exposure or other heavy metal screens may include aluminum, antimony, bismuth, cadmium, chromium, copper, nickel and zinc; and special blood testing may be ordered for organophosphates, RBC cholinesterase, or other toxic exposures such as blood screening for exposure to PCBs.

4. Lecture Series and Individual Presentations

The wellness Portion of the program will include the following:

- a. Lecture series on health, nutrition, injury prevention, and exercise science topics.
- b. Literature for topic specific needs or interests dealing with wellness and fitness to be provided at each work site.

5. Physical Fitness

Unit employees will have up to 2 hours per day for physical fitness and personal and facility readiness, unless an emergency or call for service prevents a workout. Unit employees shall adhere to the physician's recommended physical fitness program. Unit employees must be in their uniforms and ready for duty after completing their workout. Captains shall schedule workout time for each Company. On occasion, Department management may adjust workout times when necessary to accommodate other Department business.

The City will provide funds to purchase additional exercise equipment for each fire station during the term of this agreement. The equipment to be purchased shall be determined by the Health and Wellness committee and approved by the Chief.

C. The Program

This program is designed to provide an effective method for keeping employees healthy by implementing methods for early detection of potential health issues. The City shall pay for annual examination associated with this program and will adhere to all HIPAA

confidentiality issues. All medical records are strictly confidential in accordance with State and Federal law. Participation in this program is mandatory.

D. Annual Examination

1. The City shall provide a physical examination conducted by a health professional annually for all unit employees to include a stress EKG reviewed by a cardiologist. The health professional will evaluate all employees' EKG, fitness, and blood chemistry plan results and will provide a confidential summary to each employee. Employees are responsible for adhering to the recommendations indented by the assessment team and any follow-up recommendations from the cardiologist, for actually participating in the lectures series and for reading the literature provided by the City.
2. Upon request, a physician shall provide each male employee a:
 - a. Digital prostate exam
 - b. Hernia examination
 - c. Skin examination
3. Upon request, a physician shall provide each female employee a:
 - a. Mammogram
 - b. Pap Smear
 - c. Breast examination
 - d. Skin examination

E. Examinations and Scheduling

The physical examination and all involved medical tests shall be administered while employees are on duty as scheduled by the City. Employees agree to take such stress EKG and physical examination when scheduled.

F. Agreement to Abide to Examinations Findings

Employees agree to abide by the findings of the medical examination and to comply with any of the program's medical doctor's prescribed plans to correct medical deficiencies, including excess weight. All subsequent additional medical examinations shall be arranged for and paid for by the City. This understanding is not intended to waive any rights of the employee under State law.

G. Findings Make Known to City and Employee

Medical findings determined through such examinations shall be made known to the employee in writing by the physician. The City shall be notified of any work restrictions resulting from said examination, if applicable.

6.10.5 *Association Meetings with the Fire Chief*

The Fire Chief and/or Staff members designated by the Fire Chief, along with the representatives of the Association, shall strive to meet at least quarterly to discuss topics and issues of mutual concern. Meetings may be called by either party. The parties will attempt to schedule the meeting within fourteen (14) calendar days of the request for the meeting, unless otherwise mutually agreed. The parties will develop and share an agenda for the meeting at least twenty-four (24) hours prior to the date of the meeting.

6.10.6 *Shared Services*

The City and the Association agree to pursue opportunities to share services with other agencies, including the potential of the formation of a JPA for fire/rescue services. The City and the Association understand that the Association will be involved in any shared services discussions with any other agency throughout that process.

6.10.7 *Gym Reimbursement*

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

7 PROCEDURES

7.1 DEMOTION

7.1.1 *Demotion*

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform his/her required duties.
- B. An employee requests such a demotion.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

When the action is initiated by the Fire Chief, written notice of demotion shall be provided to an employee at least ten (10) calendar days before the effective date of the demotion, and a copy filed with the Personnel Department.

Demotion pursuant to subsection 7.1.1 A of this Memorandum of Understanding shall be deemed disciplinary action and as such shall be handled according to the provisions in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 *Resignation*

An employee wishing to leave the City service in good standing shall file with his/her immediate supervisor, at least fourteen (14) calendar days before leaving the service, a written resignation stating the effective date and reason for leaving. A copy of the resignation shall be forwarded to the Fire Chief and the Personnel Department.

7.2.2 *Termination - Layoff (Lack of work or funds)*

The Fire Chief may terminate an employee because of reorganization, abolition of position, and shortage of funds. Said termination shall be considered a Reduction In Force and shall be processed in accordance with Article 7.5, Reduction in Force, of this Memorandum of Understanding.

7.2.3 *Termination - Disciplinary Action*

An employee may be terminated for disciplinary reasons, as provided in Article 7.3, Disciplinary Action, of this Memorandum of Understanding.

7.2.4 *Termination During Probation*

The rejection of an employee during his/her initial probationary period is covered in Article 6.6, Probationary Period, of this Memorandum of Understanding.

7.2.5 *Retirement*

Retirement from the City service shall, except as otherwise provided, be subject to the terms and conditions of the City's contract, as amended from time to time, with the Marin County Retirement System.

7.3 DISCIPLINARY ACTION

7.3.1 *Definition*

Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and/or suspension resulting in loss of pay.

7.3.2 *Authority*

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

7.3.3 *Causes for Disciplinary Action*

The City may discipline or discharge an employee for the following:

- A. Fraud in securing appointment.
- B. Negligence of duty.
- C. Violation of safety rules.
- D. Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- E. Possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours.
- F. Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- G. Unauthorized soliciting on City property or time.
- H. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- I. Unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the City.
- J. Falsifying employment application materials, time reports, records, or payroll documents or other City records.
- K. Disobedience to proper authority.
- L. Misuse of City property.
- M. Violation of any of the provisions of these working rules and regulations or departmental rules and regulations.
- N. Disorderly conduct, participation in fights, horseplay or brawls.
- O. Dishonesty or theft.
- P. Establishment of a pattern of violations of any City policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action.
- Q. Failure to perform to an acceptable level of work quality and quantity.

- R. Insubordination.
- S. Other acts inimical to the public service.
- T. Inability or refusal to provide medical statement on cause of illness or disability.

7.3.4 *Appeal of Disciplinary Action*

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or his/her designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

7.3.5 *Arbitration (Disciplinary Action)*

The appellant may have the appeal heard by the City Manager or may request arbitration. If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the City.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. The arbitrator shall not have the power to amend or modify either party's position; but shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by a side letter to the MOU.

7.4 GRIEVANCE PROCEDURE

7.4.1 *Definition*

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Article 7.3, Disciplinary Action, of this Memorandum of Understanding. Policy 1-VI-3 is specifically incorporated by reference.

7.4.2 *Initial Discussions*

Any employee who believes that he or she has a grievance may discuss his or her complaint with the Fire Chief or with such subordinate management official as the Fire Chief may designate. If the issue is not resolved within fourteen (14) calendar days, or if the employee elects to submit his or her grievance directly to an official of the association, the procedures hereafter specified shall be invoked.

7.4.3 *Referral to City Manager*

Any employee or any 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 fourteen (14) calendar days after it has been submitted to the City Manager in writing may be referred to arbitration.

Any time limit may be extended to a definite date by mutual agreement of the Association and the appropriate management representative.

7.4.4 *Arbitration (Grievance)*

If the grievance is not resolved, the grievant, 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 Grievant shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator (the selection process shall include the review of the arbitrator's availability). The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Grievant and the City. Each party, however, shall bear the cost of its own presentations, including preparation and post hearing briefs, if any. A hearing before the arbitrator shall be held within 60 days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, and the arbitrator shall render a decision which is binding on the parties hereto, to the extent permitted by the Charter of the City.

7.5 REDUCTION IN FORCE

7.5.1 *Authority*

The Fire Chief may lay off, without prejudice, any regular employee because of lack of work or funds, or organizational alterations, or for reasons of economy or organization efficiency.

7.5.2 *Notice*

Employees designated for layoff or demotion in lieu of lay off shall be notified in writing at least thirty (30) calendar days prior to the anticipated date of lay off or demotion. The Association shall also be so notified.

7.5.3 *Order of Layoff*

Layoffs and/or reductions in force shall be made by classification. A classification is defined as a position or number of positions having the same title, job description, and salary. Extra-hire employees shall be laid off before permanent employees in the affected classification. In effecting the preceding order, a part-time permanent employee with more seniority can displace a full-time permanent employee.

7.5.4 *Seniority*

If two or more employees within a classification have achieved permanent status, such employees will be laid off or reduced on the following basis:

- A. Seniority within the affected classifications will be determinative. Such seniority shall include time served in higher classification(s). The computation of seniority for part-time employees will be credited on a pro-rata basis to full-time service. Time spent

on a City Manager approved leave of absence without pay does not count toward seniority.

- B. If the seniority of two or more employees in the affected classification or higher classification(s) is equal, departmental seniority shall be determinative.
- C. If all of the above factors are equal, the date of regular status in City service is achieved shall be determinative.
- D. If all of the above are equal, date of certification for appointment shall be determinative.

7.5.5 *Bumping Rights*

An employee designated to be laid off may bump into a class at the same salary level, or into the next lower classification in which such employee has previously held regular status. An employee, who is bumped, shall be laid off in the same manner as an employee whose position is abolished.

7.5.6 *Transfer Rights*

The Personnel Director will make every effort to transfer an employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify. The length of eligibility for such transfer will be the period of notification as provided in Section 7.5.2, but no longer than the effective date of such layoff or reduction.

7.6 RE-EMPLOYMENT

7.6.1 *General Guidelines*

Individuals who have been laid off or demoted shall be offered re-appointment to the same classification in which they held status in the order of seniority in the classification. Individuals demoted in lieu of reduction in force shall be offered restoration to the highest class in which they held status and in which there is a vacancy prior to the appointment of individuals who have been laid off.

7.6.2 *Right to Re-Employment*

Each person who has been laid off or demoted in lieu of a layoff from a position the person held, shall, in writing, be offered re-appointment in the same classification should a vacancy occur in the classification within two years after the layoff or demotion. Prior to being re-employed, the employee must pass a physical exam administered by a City appointed physician and must pass the background check administered by the City.

7.6.3 *Time Limits*

Should the person not accept the re-appointment within seven (7) calendar days after the date of the offer, or should the person decline or be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to re-employment and be removed from the re-employment list.

7.6.4 *Availability*

Whenever a person is unavailable for re-employment, the next senior person who is eligible on the re-employment list shall be offered re-employment.

7.6.5 *Probationary Status*

Employees re-appointed under the provisions above will not be required to complete a new probationary period if they had previously held permanent status in the classification.

Employees who had not completed their probationary period shall serve the remainder of the probationary period upon re-appointment.

7.6.6 *Restoration of Benefits*

Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible. Time not on the payroll will not count as time worked for the purposes of seniority accrual.

**SAN RAFAEL FIREFIGHTERS'
ASSOCIATION, I.A.F.F., LOCAL 1775**

CITY OF SAN RAFAEL

John Grey, Local 1775 Attorney

**Tim Davis, Lead Negotiator
Attorney, Burke Williams Sorensen**

Andrew Rogerson, Fire Captain

Cristine Alilovich, Assistant City Manager

Anthony Alviso, Firefighter-Paramedic

Date

Esteban Cespedes, Firefighter-Paramedic

Michael Lewis, Fire Engineer

Ryan Goodwin, Fire Captain

Ryan Kirkpatrick, Firefighter-Paramedic

Date

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective September 16, 2018

Exhibit A

NOTE: Monthly rate was calculated by multiplying the hourly rate by 2,920 annual hours, then dividing by 12, except for Fire Mechanic which is multiplied by 2,080 annual hours.

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 104,523.73	\$ 109,749.92	\$ 115,237.42	\$ 120,999.29	\$ 127,049.25
		Monthly	\$ 8,710.31	\$ 9,145.83	\$ 9,603.12	\$ 10,083.27	\$ 10,587.44
		Hourly	\$ 35.7958	\$ 37.5856	\$ 39.4649	\$ 41.4381	\$ 43.5100
1107	Fire Captain Specialist	Annually	\$ 109,753.78	\$ 115,241.47	\$ 121,003.54	\$ 127,053.72	\$ 133,406.41
		Monthly	\$ 9,146.15	\$ 9,603.46	\$ 10,083.63	\$ 10,587.81	\$ 11,117.20
		Hourly	\$ 37.5869	\$ 39.4663	\$ 41.4396	\$ 43.5115	\$ 45.6871
7106	Fire Engineer	Annually	\$ 94,670.50	\$ 99,404.02	\$ 104,374.22	\$ 109,592.94	\$ 115,072.58
		Monthly	\$ 7,889.21	\$ 8,283.67	\$ 8,697.85	\$ 9,132.74	\$ 9,589.38
		Hourly	\$ 32.4214	\$ 34.0425	\$ 35.7446	\$ 37.5318	\$ 39.4084
7109	Fire Mechanic (40 hr/week)	Annually	\$ 85,542.20	\$ 89,819.31	\$ 94,310.28	\$ 99,025.79	\$ 103,977.08
		Monthly	\$ 7,128.52	\$ 7,484.94	\$ 7,859.19	\$ 8,252.15	\$ 8,664.76
		Hourly	\$ 41.1261	\$ 43.1824	\$ 45.3415	\$ 47.6086	\$ 49.9890
7110	Firefighter <i>(without PM license)</i>	Annually	\$ 83,118.05	\$ 87,273.95	\$ 91,637.65	\$ 96,219.53	\$ 101,030.51
		Monthly	\$ 6,926.50	\$ 7,272.83	\$ 7,636.47	\$ 8,018.29	\$ 8,419.21
		Hourly	\$ 28.4651	\$ 29.8883	\$ 31.3828	\$ 32.9519	\$ 34.5995
7126	Firefighter-Paramedic** <i>(after probationary year)</i>	Annually	\$ 93,221.10	\$ 97,377.00	\$ 101,740.70	\$ 106,322.58	\$ 111,133.56
		Monthly	\$ 7,768.43	\$ 8,114.75	\$ 8,478.39	\$ 8,860.22	\$ 9,261.13
		Hourly	\$ 31.9250	\$ 33.3483	\$ 34.8427	\$ 36.4118	\$ 38.0594

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

**Includes Paramedic Pay

**Entry Level Firefighter pay for probationary year:			Months 1-2	Months 3-6	Months 7-12*
2126	Entry Level Firefighter	Annually	\$ 74,806.24	\$ 78,962.15	\$ 83,118.05
		Monthly	\$ 6,233.85	\$ 6,580.18	\$ 6,926.50
		Hourly	\$ 25.6186	\$ 27.0418	\$ 28.4651

*After probationary year move into Firefighter-Paramedic grade code

SAN RAFAEL FIREFIGHTERS' ASSOCIATION
BASE PAY SCHEDULE
Effective July 1, 2019

Exhibit A

NOTE: Monthly rate was calculated by multiplying the hourly rate by 2,920 annual hours, then dividing by 12, except for Fire Mechanic which is multiplied by 2,080 annual hours.

Grade Code	Title		A	B	C	D	E
7105	Fire Captain*	Annually	\$ 106,614.21	\$ 111,944.92	\$ 117,542.16	\$ 123,419.27	\$ 129,590.24
		Monthly	\$ 8,884.52	\$ 9,328.74	\$ 9,795.18	\$ 10,284.94	\$ 10,799.19
		Hourly	\$ 36.5117	\$ 38.3373	\$ 40.2542	\$ 42.2669	\$ 44.3802
1107	Fire Captain Specialist	Annually	\$ 111,948.86	\$ 117,546.30	\$ 123,423.62	\$ 129,594.80	\$ 136,074.54
		Monthly	\$ 9,329.07	\$ 9,795.53	\$ 10,285.30	\$ 10,799.57	\$ 11,339.54
		Hourly	\$ 38.3386	\$ 40.2556	\$ 42.2684	\$ 44.3818	\$ 46.6009
7106	Fire Engineer	Annually	\$ 96,563.91	\$ 101,392.10	\$ 106,461.71	\$ 111,784.79	\$ 117,374.03
		Monthly	\$ 8,046.99	\$ 8,449.34	\$ 8,871.81	\$ 9,315.40	\$ 9,781.17
		Hourly	\$ 33.0698	\$ 34.7233	\$ 36.4595	\$ 38.2825	\$ 40.1966
7109	Fire Mechanic (40 hr/week)	Annually	\$ 87,253.05	\$ 91,615.70	\$ 96,196.48	\$ 101,006.31	\$ 106,056.62
		Monthly	\$ 7,271.09	\$ 7,634.64	\$ 8,016.37	\$ 8,417.19	\$ 8,838.05
		Hourly	\$ 41.9486	\$ 44.0460	\$ 46.2483	\$ 48.5607	\$ 50.9888
7110	Firefighter <i>(without PM license)</i>	Annually	\$ 84,780.41	\$ 89,019.43	\$ 93,470.40	\$ 98,143.92	\$ 103,051.12
		Monthly	\$ 7,065.03	\$ 7,418.29	\$ 7,789.20	\$ 8,178.66	\$ 8,587.59
		Hourly	\$ 29.0344	\$ 30.4861	\$ 32.0104	\$ 33.6109	\$ 35.2915
7126	Firefighter-Paramedic** <i>(after probationary year)</i>	Annually	\$ 95,085.52	\$ 99,324.54	\$ 103,775.51	\$ 108,449.03	\$ 113,356.23
		Monthly	\$ 7,923.79	\$ 8,277.05	\$ 8,647.96	\$ 9,037.42	\$ 9,446.35
		Hourly	\$ 32.5635	\$ 34.0153	\$ 35.5396	\$ 37.1401	\$ 38.8206

*Fire Captain assigned to Administrative Duty receives an additional 5% Premium pay and 5% Incentive pay

**Includes Paramedic Pay

**Entry Level Firefighter pay for probationary year:			Months 1-2	Months 3-6	Months 7-12*
2126	Entry Level Firefighter	Annually	\$ 76,302	\$ 80,541	\$ 84,780
		Monthly	\$ 6,359	\$ 6,712	\$ 7,065
		Hourly	\$ 26.1309	\$ 27.5827	\$ 29.0344

*After probationary year move into Firefighter-Paramedic grade code

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

**REPRESENTED BENCHMARKS
AND
INTERNAL RELATIONSHIPS**

Effective JULY 1, 2008

Benchmark Job Class: Firefighter*

Internal Relationship: Fire Captain Specialist = Fire Captain + 5% (base salary)**

*Firefighter is identified as the benchmark job class for compensation survey purposes. Under the current system any increase granted to the Firefighter would also be granted to other job classes.

**New Fire Captain Specialist internal relationship established July 1, 2008. The Fire Dispatcher internal relationship was terminated June 30, 2008.

The Fire Mechanic position shall be based on the City's ability to pay and the labor market comparison for mechanic positions that perform similar duties to those of the Fire Mechanic.

Note: This exhibit is used to display salary relationships; the MOU document itself must be reviewed to see specifics of compensation changes.

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document relating to drug and alcohol abuse and drug and alcohol testing shall also be subject to all applicable provisions of the Memorandum of Understanding between the City of San Rafael (hereinafter "Employer") and the San Rafael Firefighters Association, Local 1775 (hereinafter "Association") as well as any Rules and Regulations or Policies and Procedures which have been agreed to following the meet and confer process.

Section 1. **Policy:** The Employer and the Association, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty. Exception: Alcohol may be stored at the workplace for use at social events which may or may not be held at City facilities. Employees on duty shall not consume alcohol under any circumstances.

Section 2. **Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be

required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting the Fire Chief or The Association. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3. **Employee Testing:** Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or

An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or

An arrest or conviction of a drug related offense; or

Involvement in a physical altercation while on duty.

Section 4. **Sample Collection:** The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall

be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Association and the Employer.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Association and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Association or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evidence locker of the San Rafael Police Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. **Drug Testing:** The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an

immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites ²	15 ng/ml
Cocaine metabolites ³	150 ng/ml

Opiates

Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ Benzoyllecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Association and the Employer and must be a licensed physician with a knowledge of substance abuse disorders.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted

from legally prescribed medication.

Section 8. **Laboratory Results:** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. **Testing Program Costs:** The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. **Rehabilitation Program:** Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor (The EAP Program selected for use in conjunction with this policy will be one agreed to by the employer and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be retested once every quarter for the following twenty-four (24) months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to retesting as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to retesting, tests positive during the twenty-four (24) month period, they shall be subject to

disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random retesting for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

Section 11. **Duty assignment after treatment.** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. **Right of Appeal:** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

Section 13. **Association held Harmless:** The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Association shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. **Changes in Testing Procedures:** The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15. **Conflict with Other Laws.** This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

APPROVED: _____

Dated: _____

By: _____

APPROVED: _____

Dated: _____

By: _____

CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the San Rafael Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the San Rafael Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the San Rafael Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the San Rafael Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an

appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the San Rafael Fire Department.

Printed or Typed Name of Employee

Signature of Employee

Date

CITY OF SAN RAFAEL POLICIES AND PROCEDURES



Subject:	Firefighters Outside Employment
Resolution No.	N/A
Issue Date:	July 9, 2008
Revision Date:	N/A
Prepared By:	Leslie Loomis, HR Director
Approved By:	Ken Nordhoff, City Manager

FIREFIGHTERS OUTSIDE EMPLOYMENT POLICY

PURPOSE:

In order to avoid actual or perceived conflicts of interest for employees engaging in outside employment, all employees shall complete an annual outside employment notification form and submit it to the Fire Chief between January 1-15 of each calendar year. Outside employment shall be administered in accordance with the provisions of this policy.

RESPONSIBILITY:

All City Departments, Divisions, and City Officials. Any substantial violation of the provisions contained herein respecting outside employment or use of City property or resources shall constitute sufficient grounds for disciplinary action, up to and including termination.

REFERENCES:

Government Code 1126

DEFINITIONS:

- A. **Outside Employment:** Any employee who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with the City for services, product(s) or benefits rendered. For purposes of this section, the definition of "Outside Employment" includes those employees who are self employed and not affiliated with the City for services, product(s) or benefits rendered.
- B. **Outside Overtime:** Any employee who performs duties or services on behalf of an outside organization, company or individual for the City of San Rafael. Such outside overtime shall be requested and scheduled directly through the employee's department so that the City may be reimbursed for the cost of wages and benefits (see section on Procedure, item H for more details).
- C. **Employee:** For the purposes of interpretation of this policy, "employee" shall mean any person holding full time or part time employment in a position in the classified service except when referred to by job title.

POLICY:

Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his/her duties as a City officer or employee, or would tend to impair their independence of judgment or action in the performance of their official duties, functions or responsibilities.

PROCEDURE:

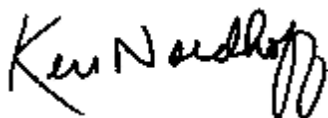
- A. City employees who find it necessary or desirable to engage in employment, including self-employment, in addition to their City duties shall present, in writing, to the Fire Chief, notification of outside employment (see Attachment A). The form shall provide the following information about the employees job:
1. Name and telephone number of prospective/present employer (if prior to the implementation of this policy)/self employment.
 2. Position to be held and anticipated start date.
 3. Overview of job duties.
 4. Extent of commitment – approximate hours per week.
- B. Those City Employees represented by the San Rafael Firefighters Association who find it necessary or desirable to engage in outside employment, including self-employment, within the City of San Rafael, with duties that are related to the San Rafael Fire Department, in addition to their City duties shall present, in writing, to the Fire Chief, a request for authorization to engage in outside employment (see Attachment B). Examples would include Fire Extinguisher and/or Systems sales, design, installation and/or maintenance and inspection, vegetation management, EMS provider. The form shall provide the following information about the job the employee desires to engage in:
1. Name and telephone number of prospective/present employer (if prior to the implementation of this policy)/self employment.
 2. Address of work site.
 3. Position to be held and anticipated start date.
 4. Anticipated end date (if applicable).
 5. Detailed description of duties to be performed.
 6. Days/hours of work to be performed.
 7. Average number of hours of work per month.
- C. **Employees shall not engage in activities that (Government Code Section 1126):**
1. Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's City office or employment.
 2. Involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would be required or expected to render in the regular course of their City employment or as a part of their duties as a City employee.

3. Involves the performance of an act in other than their capacity as a City employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which they are employed.
 4. Involves time demands that would render performance of the employee's duties for the City less efficient.
 5. Involves employment which reasonably may be considered a potential conflict under the joint employment provisions of the Fair Labor Standards Act, Section 522.
- D. The employee engaged in outside employment shall advise the Fire Chief if the nature, character, and/or the extent of the outside employment has changed or if the outside employment is terminated. Outside employment will be reviewed at the time of the employee's annual evaluation. Any promotion or reassignment will automatically require a review. The employee shall not use outside employment to justify any failure of his/her employment performance or failure to respond promptly to the needs of the department when summoned.
- E. Employees are prohibited from using any City equipment or resources in the course of or for the benefit of any outside employment. This shall include the prohibition of access to official records or data bases of the City or other agencies through the use of the employee's position with the City.
- F. No employee shall allow any unauthorized person to rent, borrow or use any City equipment or resources in the course of or for the benefit of any outside employment.
- G. Outside Employment While on Disability:**
Employees who are placed on disability leave or modified/light duty by the City of San Rafael shall adhere to the City's light duty policy and to State and federal laws.

ATTACHMENTS:

- Notification of Outside Employment
- Request for Authorization to Engage in Outside Employment

APPROVED BY:



9-23-2008

Ken Nordhoff, City Manager

Date

APR 01 2008

LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

LOS ANGELES | FRESNO | SAN FRANCISCO

Exhibit E

153 TOWNSEND STREET, SUITE 520
SAN FRANCISCO, CALIFORNIA 94107
T: (415) 512-3000 F: (415) 856-0306

GCHAN@LCWLEGAL.COM
(415) 512-3014

March 26, 2008

ATTORNEY-CLIENT PRIVILEGED

VIA FIRST CLASS U.S. MAIL

Leslie Loomis
Human Resources Manager
City of San Rafael
P.O. Box 151560
San Rafael, CA 94915

Re: *Firefighters' Memorandum of Understanding & Firefighters Bill of Rights*
Client-Matter: SA026-001

Dear Ms. Loomis:

This is in follow-up to your e-mail exchange of March 12, 2008 with Cynthia O'Neill. You requested that we review the Memorandum of Understanding between the City of San Rafael and San Rafael Firefighters' Association, I.A.F.F., Local 1775 (hereinafter "MOU") and to provide proposed changes to the language contained in the MOU in order to comply with the Firefighters Procedural Bill of Rights (hereinafter "FBOR"). Pursuant to your request, we have reviewed the MOU to determine what language should be revised in light of the FBOR and we are available to discuss the proposed changes with you at your convenience.

The FBOR mainly governs two areas: 1) permissible interrogation and investigation processes; and 2) administrative appeals of "denials of promotion on grounds other than merit" or "punitive action", which is defined in the FBOR as "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."¹ This has been interpreted to mean that an employee is entitled to an administrative appeal of any action that results in loss of pay,² except in the case of a transfer. An employee is not entitled to an administrative appeal of a transfer unless it is considered punitive, meaning it is imposed for disciplinary purposes.³ As such, all provisions of the MOU that touch upon disciplinary action, investigation of allegations of misconduct, interrogation procedures, grievance procedures, transfers for purposes of punishment, and appeals of disciplinary actions may be affected by the FBOR. We have reproduced those affected provisions below and have underlined our suggested revisions.

¹ Cal. Gov. Code § 3251(c)

² *White v. County of Sacramento* (1982) 31 Cal.3d 676, 682-684

³ *Benach v. County of Los Angeles* (2007) 149 Cal.App.4th 836, 844-846

Please note that since it is generally in the City's best interest to keep the MOU as short as possible, there are portions of the MOU which are affected by the FBOR, but have been left unchanged. We have also reproduced those MOU provisions in this letter for your reference. You will note that we have included comments and recommendations with regard to these unchanged portions to ensure the City is aware of how to comply with the FBOR's provisions.

CHAPTER 1.0 GENERAL PROVISIONS

1.4. Management Rights

12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations, the Firefighters Procedural Bill of Rights, and this Memorandum of Understanding.

Comments: This acknowledges the requirement that all firefighters be afforded the rights and protections delineated in the FBOR⁴.

14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and the City's Rules and Regulations.

Comments: We do not recommend any changes to this provision. However, please be advised that a demotion or a transfer that results in loss of pay may entitle the firefighter to the opportunity for an administrative appeal under the FBOR.

CHAPTER 2.0 COMPENSATION

2.2.3. EMT I

Employees who have completed their first year of full-time service with the San Rafael Fire Department and who have successfully completed and who maintain an EMT I certification, accredited by the State of California or State Fire Marshal's Office, shall receive an additional compensation amounting to 2.5% of their basic monthly salary. EMT I re-certification training shall be conducted on duty at times determined by the Fire Chief.

If an employee fails to maintain a valid EMT I, said employee shall lose their 2.5% incentive pay. All non-paramedic line employees hired on or after March 7, 1994 shall be required to possess and maintain a valid EMT I certification as a condition of employment.

Comments: We do not recommend any changes to this provision. However, please be advised that the loss of an employee's 2.5% incentive pay may entitle the firefighter to the

⁴ *Id.* § 3260

opportunity for an administrative appeal under the FBOR.

CHAPTER 3.0 PROBATIONARY PERIOD

3.9 Unsuccessful Passage of Promotional Probation

An employee who does not successfully pass his/her promotional probationary period shall be reinstated to the position in which the employee held regular status prior to his/her promotion. If the employee was serving a probationary period at the time of promotion, the suspension of the prior probationary period shall be lifted, the employee shall be reinstated to probationary status in the prior classification and the remainder of that period shall be served. Provided, however, that if the cause for not passing the promotional probationary period is sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstated to the lower position. If the employee has completed the probationary period in the prior classification and the employee is subject to dismissal without reinstatement, the employee has the opportunity to appeal pursuant to the provisions of the Firefighters Procedural Bill of Rights Act and this Memorandum of Understanding.

Comments: The administrative appeal provisions of the FBOR only apply to firefighters who have successfully completed the probationary period. It states that "punitive action or denial of promotion on grounds other than merit shall not be undertaken by any employing department or licensing or certifying agency against any firefighter who has successfully completed the probationary period without providing the firefighter with an opportunity for administrative appeal⁵." Although there is no case law to help interpret this provision of the FBOR, it does seem clear that there is no right to an administrative appeal after rejection from the initial probation that one serves with an employer, or even a promotional probation if merit-based reasons are the reason for rejection from probation. Until there is case law that interprets this provision, a cautious approach would be to provide an opportunity for an administrative appeal to any employee who has been dismissed from promotional probation "for reasons other than merit" and not returned to his or her original position.

CHAPTER 5.0 HEALTH AND WELFARE

5.7 Sick Leave

5.7.2 Sick Leave Usage

An employee eligible for sick leave with pay will be granted such leave with approval of the department head for the following purposes...

Except that in a. and b. above an employee may not use sick leave for a work related injury and/or illness once said employee has been determined

⁵ *Id.* § 3254(b)

permanent and stationary. The Association acknowledges the Fire Chief's right to investigate sick leave abuse.

Comments: Although we do not recommend any changes in the language of this provision, we would like to bring to your attention that any and all investigation and/or interrogation of an employee is subject to the rights and provisions contained in the FBOR. As a result, those who investigate sick leave usage must be briefed on proper interrogation and investigation procedures to ensure compliance with the FBOR.

CHAPTER 7.0 TERMS & CONDITIONS OF EMPLOYMENT

The Fire Chief may demote an employee when the following occurs:

- A. The employee fails to perform his/her required duties.

Comments: We do not recommend any changes in the language of this provision. We would, however, like to bring to your attention that any demotion, including the one described above, would likely be subject to the FBOR, and most significantly, its appeals processes which are discussed at length below.

7.8.3. Termination – Disciplinary Reasons

An employee may be terminated for disciplinary reasons, as provided in Chapter Eight (8) Disciplinary Action of the Memorandum of Understanding.

Comments: We do not recommend any changes in the language of this provision. However, please note that termination, as it results in a loss of pay, would be considered “punitive action.” This stands even if the termination was not carried out for disciplinary reasons. As such, the FBOR would likely be applicable and the terminated employee must be afforded the opportunity for an administrative appeal.

CHAPTER 8.0 DISCIPLINARY ACTION

8.1 Authority

The City shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Department's safety rules and regulations or for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

Comments: We do not recommend any changes in the language of this provision. However, please note that the FBOR provides that, subject to several exceptions⁶, punitive action

⁶ *Id.* § 3254(d)

or denial of promotion on grounds other than merit may be imposed for misconduct only if the investigation of the alleged misconduct is completed within one year of discovery by the "Fire Department." It is critically important to act on misconduct as soon as *any* member of the fire department becomes aware of it; the one year time clock is arguably triggered when any member of the Department learns of the misconduct. In addition, if it is determined that disciplinary action will be taken, the offending firefighter must also be served with Notice of the proposed discipline within that same one year as well. Please note that this one year statute of limitations applies only to alleged misconduct that occurred after January 1, 2008⁷. We recommend that all management be aware of this one year statute of limitations and its exceptions, so that the City does not lose the opportunity to discipline because of the time taken to investigate.

Another notice requirement contained in the FBOR is that the offending employee must be notified of the imposition of discipline within the following time constraints. The Notice of Discipline must occur no later than 30 days after the decision to discipline, but not less than 48 hours prior to the effective date of the discipline. Since the earliest that the decision to discipline occurs is at the *Skelly* conference, it is a good idea to issue the Notice of Discipline no later than 30 days after the *Skelly* conference. The 48-hour notice provision serves to delay the effective date of a discipline by at least two days.

8.4 Appeals

Whenever punitive action is undertaken, the offending employee shall have the opportunity for an administrative appeal which will be conducted in conformance with the Administrative Procedure Act and this Memorandum of Understanding. Such appeal must be filed with the City Manager or his/her designee by the employee in writing within fourteen (14) calendar days from the date of the discipline/discharge and unless so filed the right of appeal is lost.

Comments: One of the key protections of the FBOR is that all firefighters must be afforded the right to an administrative appeal of any punitive action.⁸ This language clearly states that the MOU is in conformance with the APA and does afford the right to an administrative appeal.⁹

8.5 City Manager and Arbitration

The appellant may have the appeal heard by the City Manager or may request arbitration.

⁷ *Id.*

⁸ *Id.* § 3254(b)

⁹ *Id.* § 3254.5

8.5.1 Proceeding Heard by City Manager

If an employee elects to have an appeal heard by the City Manager, the employee must state in writing that he or she waives his/her right to an appeal that conforms to the procedures of the Administrative Procedure Act.

8.5.2 Arbitration

If arbitration is requested, the arbitration will be held in conformance with the Administrative Procedure Act, California Code of Regulations, and other applicable statutes. Representatives of the City and the appellant shall meet within fourteen (14) days to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the appellant and the city.

A hearing before the arbitrator shall be held within sixty days of the selection of the arbitrator unless the mutually accepted arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator.¹⁰ The arbitrator shall not have the power to amend or modify either party's position;¹¹ but shall rule on the merits of each party's case as presented during the hearing. Decisions of the Arbitrator on matters properly before him/her shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City.

In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the City and the Association. The parties shall continue to meet and confer, after the adoption of this MOU on a mutually agreeable panel of arbitrators. Once agreed to the panel shall be identified by a side letter to the MOU.

Comments: Please note that the Administrative Procedure Act (hereinafter "APA") allows for alternative dispute resolution, namely binding arbitration, as well as non-binding arbitration and mediation. By affording the covered employees with the option to enter into binding arbitration, and following the APA procedures regarding binding arbitration, the requirement that an employee may make an administrative appeal under the APA is satisfied. However, should binding arbitration be negotiated out of the MOU, an alternative hearing method as prescribed by the APA must be included. Please do not hesitate to contact us should this be the case so we can discuss alternative administrative appeal procedures.

In addition, all arbitration procedures must be in conformance with the APA¹² and the

¹⁰ 1 Cal. Code Regs. § 1240

¹¹ We do not understand how an arbitrator could ever modify a party's "position."

¹² Cal. Gov. Code §§ 11420.10-11420.30

California Code of Regulations.¹³ Please note that the current arbitration procedures, as amended in this letter, are consistent with both the APA and the California Code of Regulations.

CHAPTER 9.0 GRIEVANCE PROCEDURE

9.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, or any Fire Department policy specifically referenced herein, except issues concerning appeals of punitive action, which is governed by Chapter 8.0. Policy 1-VI-3 is specifically incorporated by reference.¹⁴

Comments: So as to avoid any confusion in determining when the appeals processes contained in the APA and FBOR must be followed, this clarifies that all appeals of punitive action must be undertaken in accordance with Chapter 8.0 of this MOU, and that all other grievances will be resolved in accordance with Chapter 9.0.

This concludes our comments and suggested revisions of the MOU as it pertains to the FBOR. Thank you for your attention to the above. Should you have any questions or would like to discuss this further, please do not hesitate to contact us.

Sincerely,

LIEBERT CASSIDY WHITMORE



Grace Y. Chan

CJO/GYC/ab

¹³ 1 Cal. Code Regs. §§ 1200-1258

¹⁴ We have not reviewed Policy 1-VI-3 so we do not know its relevance to FBOR issues.

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CITY OF



San Rafael

 Mayor
 Albert J. Bora

 Council Members:
 Paul M. Cohen
 Barbara Heller
 Gary C. Phillips
 David J. Zappacchi

September 25, 1995

Mr. James Lydon, President
 San Rafael Firefighters' Association
 P.O. Box 2518
 San Rafael, CA 94912

Subject: Personnel Rules Letter of Agreement

Dear Jim,

The City Council met with its labor negotiators in closed session on Monday, 9-18-95 to discuss the unresolved issue associated with the experience qualifications for the Fire Chief officer classifications, which the City and the Association have been discussing as a part of finalizing the meet and confer process on the revised Personnel Rules and Regulations. The final proposal from the City, on this issue, as well as a summary of the second, agreed "rules" issue, is as follows:

1. Experience qualifications of Fire Chief Officer classifications, excluding Fire Chief:
 - A. 3 yrs. line captain experience for promotion/appointment to any current or future chief officer class that has emergency incident commander responsibilities. 2 yrs of line captain experience for acting assignment to such a position.
 - B. No impact on the status of incumbent chief officer employees in their current positions.
 - C. Chief officer classifications, minus Fire Chief, include: Fire Division Chief, Fire Marshal, and Fire Training Officer. (Note: Fire Marshal and Fire Training Officer presently hold the rank of Battalion Chief.)
 - D. The incumbent Fire Marshal remains eligible to serve as an acting incident commander, in accordance with the 11-93 arbitrated special agreement. The training program, once completed, detailed in this special agreement serves to qualify the incumbent, as to the experience necessary, to compete for promotion to other chief officer opportunities.
2. Section 1.5 of Personnel Rules: Collective Bargaining Agreements.

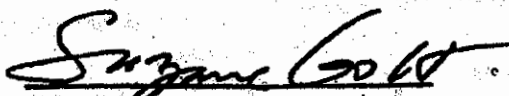
As per our tentative agreement dated 3-21-95, section 1.5 of the revised Personnel Rules will be changed to read:

Mr. James Lydon, President
San Rafael Firefighters' Assn.
September 25, 1995
Page 2

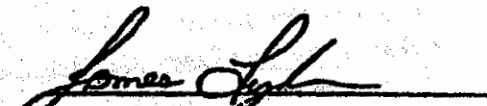
These rules are not intended to supersede any provisions of an existing collective bargaining agreement. What this means is that if any section of these Rules and Regulations is covered by a provision of a collective bargaining agreement, the collective bargaining agreement shall prevail and the parallel provisions in the Rules and Regulations shall not apply to the affected Unit.

In addition to the above two items, we agreed that the experience section of each of the current chief officer job descriptions included in the Fire Department's Career Development Guide will be updated to reflect the qualifications conditions noted in # 1 of this letter.

This letter constitutes the agreement of the parties, as evidenced by their signatures below. It is intended that this letter shall be appended to the current Memorandum of Understanding (MOU) and shall be appended to future MOU's, unless modified by the meet and confer process set forth in Resolution No. 4027.



Suzanna Golt
Assistant City Manager



James Lydon
President, San Rafael Firefighters'
Association

cc Mayor and City Council
Pamela J. Nicolai
Robert Marcucci
Daryl Chandler
Dick Whitmore
John Grey

**SIDE LETTER AGREEMENT
BETWEEN CITY OF SAN RAFAEL AND
SAN RAFAEL FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 1775
REGARDING ACTING CAPTAIN REQUIREMENTS**

Representatives of the City of San Rafael (City) and IAFF Local 1775 (Union) have met and conferred and reached agreement on this Side Letter of Agreement. The following provisions represent the mutual understanding and consent of both parties:

Section 3.4.2 – Engineer Out of Class Compensation

The incumbent Fire Engineers listed below are not required to meet the minimum qualifications of the Captain classification in order to perform in Acting Captain status:

Rick Brown
Matt Locatelli
Cameron Mrsny
Rich Nettleman


Arthur Phillips
Jason Schmitt
Dan Sutherlin

**SAN RAFAEL FIREFIGHTERS' ASSOCIATION,
I.A.F.F., LOCAL 1775**

CITY OF SAN RAFAEL



Andrew Rogerson, Fire Captain



Jack Hughes, Lead Negotiator
Attorney, Liebert Cassidy Whitmore



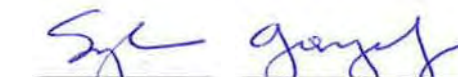
Kyle Hamilton, Fire Captain



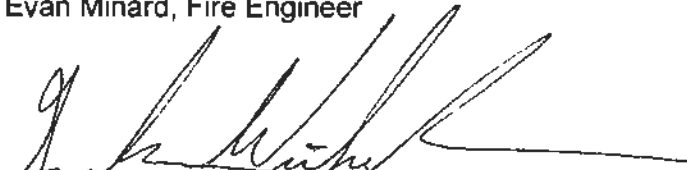
Deirdre Dolan, Human Resources Director



Evan Minard, Fire Engineer



Sylvia Gonzalez, HR Coordinator



Graham Winkelman, Firefighter-Paramedic



John Grey, Local 1775 Attorney



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Human Resources

Prepared by: Cristine Alilovich,
Assistant City Manager

City Manager Approval: 

TOPIC: AMENDED COMPENSATION FOR EXECUTIVE MANAGEMENT EMPLOYEES

SUBJECT: SECOND AMENDED RESOLUTION ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED EXECUTIVE MANAGEMENT EMPLOYEES (JULY 1, 2018 THROUGH JUNE 30, 2020)

RECOMMENDATION: Direct staff to return with a final Second Amended Resolution for approval.

BACKGROUND:

The unrepresented Executive Management employee group includes 12 positions assigned in various City departments. These executive managers lead and direct the ongoing services and operations around the City to achieve the City Council goals. A new unrepresented Executive Management Employees resolution for the period July 1, 2018 through June 30, 2020 was approved by Council on July 2, 2018 (See Resolution No. 14539) and included a 2% base wage increase, similar to other bargaining groups, for all Executives except the Police Chief and Fire Chief.¹ The resolution was amended on August 20, 2018 to include a one-time payment for Executive Managers, similar to non-safety groups. At the request of the Police and Fire Chiefs, the original and amended resolutions (See Resolutions Nos. 14539 & 14564) did not include a base wage increase or one-time payment for either the Police Chief or Fire Chief. It was the intent of the Police and Fire Chiefs to decline any wage increase until their subordinates' Police and Fire Associations reached successor bargaining agreements with the City.

A successor MOU for the San Rafael Police Association (SRPA) was approved by Council on August 20, 2018 and included a 2% increase and one time-payment for all represented employees. A successor MOU for the San Rafael Firefighters Association (SRFA) is on the October 1, 2018 Council agenda for approval and includes a 2% base wage increase and a one-time payment for all represented employees.

The City is now requesting the same base wage increase of 2% for the Police Chief and Fire Chief that was provided to the SRFA and SRPA. In addition, the City is requesting the same one-time payment

¹ The Police Chief and Fire Chief received an equity adjustment of 2% in Resolution No. 14539 to create parity with what both public safety employee groups received in 2016.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

received by the Executive Managers in the amount of \$4,000 for the Police Chief and Fire Chief. In exchange for the \$4,000 one-time non-pensionable payment, the Executive Manager’s Resolution will be amended to tie the health inflator for the Police Chief and Fire Chief to the Kaiser Bay Area Premium rate increase up to a maximum of 3% each year. Their health inflator is currently tied to CPI not to exceed 3% for any given year for these two classifications.

ANALYSIS:

The following reflects highlights of the recommended amended resolution and is consistent with the economic guidelines authorized by the City Council.

1. Term of the Resolution: July 1, 2018 through June 30, 2020

2. Salary Increases:

Effective the first full pay period including September 1, 2018, the City will increase base wages for the Police Chief and Fire Chief by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all executive management employees, including the Police Chief and Fire Chief, by 2.0%.

3. One-Time Payment:

The following one-time payment is limited to the two years cited in this agreement and is not scheduled to recur in the future:

The Police Chief and Fire Chief will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase, up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on November 15 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees’ pensions and is subject to normal payroll taxation.

The attached second amended resolution includes all the recommended changes.

FISCAL IMPACT:

On July 2, 2018, Council approved a projected cumulative total salary and benefit cost increase of \$181,530 for the two-year term of the resolution. The cost of the one-time payment that was approved August 20, 2018 for Executive Managers (except the Police Chief and Fire Chief) is \$40,000. The additional ongoing incremental cost of the 2% increase for the Police Chief and Fire Chief is:

	<u>Incremental FY 2018-19</u>	<u>Incremental FY 2019-20</u>
Wages:		
Base Salary (2%)	\$ 6,210*	\$ 8,843
Other costs:		
Pension**	\$ 4,567	\$ 6,502
Taxes (Medicare, W/C)	\$ 673	\$ 959
Total Incremental Cost:	\$11,450	\$16,304

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3

**Cost of base salary increase over 10 months for FY 18/19 (September 2018 to June 2019). FY 19/20 cost is for 12 months.*

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

While the additional incremental cost is \$11,450 for fiscal year 2018-2019 and \$16,304 for fiscal year 2019-2020, the increases are compounding and therefore the projected additional salary and benefit cost increase for the items specified above is \$39,204 for the two-year term. In addition, there is a cost of \$8,000 in one-time payments. These one-time payments will not contribute to employee Classic or PEPRA pension costs. The increase in compensation included in this resolution is in line with the City's current budget projections and is within the current salary growth assumptions used by MCERA in the most recent actuarial valuation which is used to establish pension contribution rates and measure pension liabilities. Funding for these positions is provided for in the City's General Fund.

OPTIONS:

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

- Direct staff to return at the next meeting with a resolution seeking approval of the amended compensation and working conditions for the unrepresented Executive Management Group.
- Direct staff to return with more information.

RECOMMENDED ACTION:

Staff recommends that the City Council take public comment and direct staff to return at the next meeting with a resolution seeking approval of the second amended compensation and working conditions for the unrepresented Executive Management group (July 1, 2018 through June 30, 2020).

ATTACHMENTS:

- Draft Second Amended Resolution Establishing the Compensation and Working Conditions for Unrepresented Executive Management Employees (July 1, 2018 through June 30, 2020), with Exhibit A, "San Rafael Unrepresented Executive Management Salary Schedule" and Exhibit B, "Furlough Program".

RESOLUTION NO.

**SECOND AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
ESTABLISHING THE COMPENSATION AND WORKING CONDITIONS FOR
UNREPRESENTED EXECUTIVE MANAGEMENT EMPLOYEES
(July 1, 2018 through June 30, 2020)**

1. EXECUTIVE MANAGEMENT EMPLOYEES

The Executive Management Employees of the City of San Rafael are the Executive Management Job Class Titles (“Executives”) enumerated in Exhibit A, attached hereto and incorporated herein. This Resolution shall constitute the compensation and conditions of employment for the Executives for the period from July 1, 2018 through June 30, 2020.

2. SALARY AND COMPENSATION GOALS

A. GOALS AND COMPENSATION DEFINITIONS

It is the goal of the City Council to try to achieve a total compensation package for all Executives that is competitive compared to similar cities in our labor market. The survey cities are Fairfield, Hayward, San Leandro, South San Francisco, Alameda, Napa, Novato, and Santa Rosa. The Council’s goal is to attract and retain the most qualified Executives in accordance with the City’s ability to pay.

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

B. COMPENSATION SURVEYS

In order to measure progress towards the above-stated goal, the City shall survey all Executive Management positions in the final year of the Resolution in advance of discussions regarding a successor Resolution.

Identified survey positions from other agencies include positions that are filled as well as those that may be unfilled, so long as the position is identified by the survey agency as being on the salary schedule and having a job class description. The appropriate survey positions will be selected for Executive Management positions based upon similar work and similar job requirements.

The City shall review the survey data for accuracy and completeness. The City shall provide the survey data to all Executives.

C. SALARY INCREASES

Effective the pay period including July 1, 2018, the City will increase base wages for all employees, except the Police Chief and Fire Chief, by 2.0%.

Effective the first full pay period including September 1, 2018, the City will increase base wages for the Police Chief and Fire Chief by 2.0%.

Effective the pay period including July 1, 2019, the City will increase base wages for all employees, except the Police Chief and Fire Chief, by 2.0%.

D. One-time Payment

The following one-time payment is limited to the two years cited in this resolution and is not scheduled to recur in the future:

Executive Management Employees represented by this resolution, except the Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase, up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on September 14 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

The Police Chief and Fire Chief, will receive a one-time, non-pensionable payment of \$4,000 to revise section 3.A.1. to tie the 3% health inflator to the Kaiser Bay Area Premium rate increase, up to a maximum of 3%.

The \$4,000 payment will be split as follows: \$2,000 will be paid as a separate check on November 15 or with the pay period upon approval by the City Council, whichever occurs later, and \$2,000 will be paid with the first pay period in July 2019. This payment will not contribute to Classic or PEPRA employees' pensions and is subject to normal payroll taxation.

NOTE: The one-time payments for part-time employees will be prorated based on the full-time equivalent (FTE) of the position. For example, an employee filling a half-time or 0.5 FTE position will receive a \$1,000 payment minus applicable taxes on the same schedule as described above for full-time employees. This payment will not contribute to employees' pensions.

E. CAR ALLOWANCE

The monthly car allowance paid to the Executives shall be \$350. Executives identified in Exhibit A may be eligible to have use of a city car in lieu of the monthly car allowance at the discretion of the City Manager.

F. SAFETY EQUITY ADJUSTMENT

A 2% equity adjustment will take effect July 1, 2018 for both the Fire Chief and Police Chief (reflected in the updated Salary Schedule). This adjustment is being made to achieve parity with the four public safety bargaining units who received a 1% equity adjustment for each of the last 2 years of their collective bargaining agreements (2016-2018).

3. INSURANCE

Health & Dental Insurance benefits are prorated for part-time employees in accordance with the percentage of full-time work schedule. Domestic partners who are registered with the Secretary of State and same-sex spouses are considered dependents under these benefits. Pertinent taxes will be applied to coverage provided to registered domestic partners and same sex spouses as required by federal and state laws.

A. HEALTH INSURANCE

- 1. Health Insurance for Active Employees.** Effective January 1, 2009, the City implemented a full flex cafeteria plan for active employees, in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective the paycheck of December 15, 2017 shall be:

For employee only:	\$ 653.61
For employee and one dependent:	\$1,307.20
For employee and two or more dependents:	\$1,699.38

Flex dollar allowances for Executive Management Employees represented by this resolution, ~~except the Police Chief and Fire Chief,~~ shall increase on the December 15th paycheck of each subsequent year by up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year.

~~Flex dollar allowances for the Police Chief and Fire Chief shall increase on the December 15th paycheck of each subsequent year by the healthcare component of the Consumer Price Index (CPI) as determined by CalPERS on an annual basis. The increase to flex dollar allowances shall not exceed 3% for any given year.~~

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

Conditional Opt-Out Payment: An employee may elect to waive the City's health insurance coverage and receive the value of the Employee Only contribution as a monthly Opt-Out payment in accordance with the terms of the cafeteria plan, and the Affordable Care Act, if the employee complies with the following conditions:

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

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

Miscellaneous Allowance for Employees hired on or before January 1, 2009:

The City shall pay to employees hired on or before January 1, 2009 a miscellaneous allowance in an amount equivalent to the difference between the employee's benefit election for coverage under PEMHCA and their flex dollar allowance, if their benefit election under PEMHCA exceeds their flex dollar allowance. The miscellaneous allowance shall be treated as income. An employee may use the miscellaneous allowance to pay for health coverage on a pre-tax basis as defined under the City's Cafeteria plan.

2. Health Insurance for Retirees

a. Executives Hired prior to April 1, 2007 and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael Executive Management position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.a) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, for the retiree and the retiree's spouse/registered domestic partner or surviving spouse/registered domestic partner and/or qualified dependent children's coverage under PEMHCA up to the maximum contribution the City makes towards the cost of coverage of an active employee hired prior to April 1, 2007. The City's longevity contribution shall remain in effect for the retired manager's life and that of the retired manager's spouse/registered domestic partner or surviving spouse/registered domestic partner.

As described in this subsection, the City shall reimburse retired Executives and their spouses or registered domestic partners the Medicare Part B standard premium amount, as determined by the Centers of Medicare and Medicaid Services (CMS) on an annual basis. To initiate reimbursement, retirees must submit proof of payment of the Medicare Part B premiums to the Human Resources Department. If the Medicare Part B is deducted from social security, the retiree/spouse/domestic partner may submit a copy of the social security check, the Medicare Part B bill, or other relevant documentation. Reimbursements will be processed on a quarterly basis. This reimbursement shall remain in effect for the retired Executive's life and that of the retired Executive's spouse/registered domestic partner or surviving spouse/registered domestic partner.

b. Executives hired on or after April 1, 2007 and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.b) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

On a monthly basis, the City shall make a longevity payment equivalent to the difference between the PEMHCA minimum contribution and the premium cost of coverage, up to \$600, for the retiree. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner or retiree's dependents. The City's longevity contribution shall cease on the retired manager's death. The City shall not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

c. Executives hired on or after January 1, 2009 and who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's group health insurance program. The City's contribution towards the coverage of retirees under this subsection (3.A.2.c) shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for reimbursing retired Executives and/or their spouses for any Medicare premiums paid by the retired manager and/or the retired manager's spouse or surviving spouse.

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

B. LIFE INSURANCE

The City shall provide a basic group life insurance plan in the amount of \$250,000 at no cost to the employee

C. LONG-TERM DISABILITY INSURANCE

The City shall provide long term disability (LTD) insurance, at no cost to the employee, with a benefit of two-thirds (2/3) of the employee's monthly salary, up to a maximum benefit of \$7,500 (reduced by any deductible benefits).

D. DENTAL INSURANCE

The City shall make available to employees an additional flex dollar allowance equal to \$113 per month to purchase dental coverage under the City's dental plan. The City shall pay dental premiums on behalf of the employee and eligible dependents.

E. VISION PLAN

The City will contract for and pay for a vision plan for "employee plus dependent" vision benefits.

F. EMPLOYEE ASSISTANCE PLAN

The City provides an Employee Assistance Program (EAP) with confidential personal counseling on work and family related issues such as eldercare, substance abuse, etc. Supervisors may also utilize the EAP to refer employees to counselors for work related assistance.

4. RETIREMENT

A. EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)

Each Manager is responsible for paying the full cost of their employee contribution rate as established by the Marin County Employee Retirement Association.

Effective September 1, 2013, in accordance with MCERA and City administrative requirements, all Executive employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by the Marin County Employees Retirement Association, in addition to the current employee contribution towards pension as determined by MCERA.

The only employees excluded from this payment are long-term City employees with thirty or more years of City service who no longer have to pay any employee contribution to the Marin County Retirement System.

B. COLA

Executives participating in the Marin County Employee Retirement Association will pay their full share of members' cost of living rates as allowed under Articles 6 and 6.8 of the 1937 Retirement Act. Miscellaneous and safety member contribution rates include both the basic and COLA portions (currently 50% of the COLA is charged to members as defined in the 1937 Act).

C. RETIREMENT PLAN

The City shall provide the Marin County Employee Retirement Association 2.7% @55 retirement program to all miscellaneous Executives subject to Marin County Employee Retirement Association procedures and regulations and applicable 1937 Act laws. This is based on an employee's single highest year of compensation.

Employees hired on or after July 1, 2011 will receive an MCERA retirement benefit at the formula 2% at 55, calculated based on the average of their highest three years of compensation, in accordance with MCERA regulations. The annual pension adjustment shall be a maximum of 2% COLA. Minimum retirement age is 55.

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

D. SERVICE CREDIT FOR SICK LEAVE

Executives who are eligible to accrue sick leave and who retire from the City of San Rafael, on or after 07/01/95 and within 120 days of leaving City employment (excludes deferred retirements), shall receive employment service credit (incorporated from Resolution #9414, dated July 17, 1995), for retirement purposes only, for all hours of accrued, unused sick leave (exclusive of any sick leave hours they are eligible to receive and they elect to receive in compensation at the time of retirement, pursuant to Section 5-A of this Resolution).

This provision will no longer be available to Executives hired after June 30, 2009.

E. EXECUTIVE MANAGEMENT ALLOWANCE

As of September 16, 2015 the Executive Management Allowance of 4.59% was rolled into base pay for all Unrepresented Executive Management employees.

5. LEAVES OF ABSENCE

A. SICK LEAVE

Executives shall earn sick leave credits at the rate of one (1) working day per month commencing with the date of employment. Accrued sick leave may be used during their probationary period.

Executives who leave City service in good standing shall receive compensation (cash in) of all accumulated, unused sick leave based upon the rate of three percent (3%) for each year of service up to a maximum of fifty percent (50%) of their sick leave balance. In the event of the death of an employee, payment for unused sick leave (based upon the previously stated formula) shall be paid to the employee's designated beneficiary.

Executives may accrue unlimited sick leave for usage purposes. However, a maximum of one thousand, two hundred hours (1,200) accrual applies for cash-in purposes at the time of City separation.

Executives may use sick leave prior to completion of probation. In recognition of Executives' exempt status under FLSA, time off for sick leave purposes shall not be deducted from a Manager's sick leave accrual, unless the employee is absent for the full workday.

Use of sick leave for work-related injuries or illnesses shall not be required when it is determined by the treating physician that this status is permanent and stationary.

B. VACATION LEAVE

1. **Vacation Accrual** - Vacation is accrued when an employee is on pay status and is credited on a semi-monthly basis. Eligible employees accrue vacation at the following rate for continuous service performed in pay status:

<u>Years of service</u>	<u>Leave Accrual rate/yearly</u>
1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 plus years	25 days

In recognition of Executives' exempt status under FLSA, time off for vacation leave purposes shall not be deducted from a Manager's vacation accrual unless the employee is absent for the full workday.

2. Administration of Vacation Leave

The City Manager may advance vacation leave to a Manager; prior approval is required. Executives may accrue a maximum of 250 hours of vacation. Vacation leave accrual shall resume once the employee's accumulated vacation leave balance falls below the accrual limit of 250 hours. Executives who terminate their employment shall be paid in a lump sum for all accrued vacation leave earned prior to the date of termination. Executives may not utilize accrued vacation, administrative leave time, or personal leave time to extend their retirement date and service credit at the end of their city service. The vacation accrual may be increased to a maximum of 300 hours at the discretion of the City Manager.

3. Annual Option for Payment of Accrued Vacation Leave

A Manager who has taken at least ten (10) days of vacation in the preceding twelve (12) months, may request that his/her accrued vacation, not to exceed fifty-two and 1/2 (52.5) hours, be paid to him/her in cash. The request may be granted at the discretion of the City Manager. Executives may not cash-in more than fifty-two and 1/2 (52.5) hours within any twelve (12) month period.

C. *ADMINISTRATIVE LEAVE*

Executives shall receive ten (10) Administrative Leave days (75 hours) each calendar year subject to the approval of the City Manager. An additional three (3) days may be granted at the discretion and with approval of the City Manager. Unused Administrative Leave shall not carry over from one calendar year to the next, nor shall unused Administrative Leave balances be paid to a Manager upon his/her resignation.

In recognition of exempt status under FLSA time off for Administrative leave purposes shall not be deducted from a Manager's administrative leave accrual, unless the employee is absent for the full workday.

D. *HOLIDAYS*

City shall provide eleven designated holidays and two floating holidays per calendar year to Executives. The hours for the floating holidays are automatically added to an employees' vacation accrual on a semi-annual basis.

E. *BEREAVEMENT LEAVE*

In the event of the death of a Manager's spouse, child, parent, brother, sister, in-law(s), relative who lives or has lived in the home of the employee, and/or another individual who has a legal familial relationship to the employee and resided in the employee's household, the City shall provide bereavement leave up to a maximum of three (3) days within the state and five (5) days out-of-state.

F. *CATASTROPHIC LEAVE*

All Executives shall abide by the City's Catastrophic Leave Policy.

6. EMPLOYMENT TERMS

A. *HOURS OF WORK*

The WORK WEEK will reflect thirty-seven and one-half (37.5) hours for all represented job classes. Unless otherwise designated, the normal business hours for vacation, sick and administrative leave deduction and sick and administrative leave accrual purposes for Executives shall be 7.5 hours per day.

B. *DRUG FREE WORK PLACE*

All Executives shall abide by the City's Drug and Alcohol Policy.

C. *FURLOUGH PLAN*

Executives endorse the Furlough Program described in Exhibit B.

D. *PAY FOR PERFORMANCE EVALUATION SYSTEM*

Executives shall be evaluated annually based upon the evaluation program adopted by the City Council in October of 1996 and incorporated by reference herein.

E. *OUTSIDE EMPLOYMENT*

All Executives shall abide by the City's Outside Employment Policy.

F. *GYM REIMBURSEMENT*

Employees are eligible to receive up to \$16.50 per month reimbursement for paid gym memberships. Such reimbursement shall be reported as taxable income to the employee.

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

AYES:

NOES:

ABSENT:

LINDSAY LARA, CITY CLERK

**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT
SALARY SCHEDULE
Effective September 1, 2018**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,068	\$ 11,621	\$ 12,202	\$ 12,812	\$ 13,453
2001	Assistant City Manager	\$ 13,092	\$ 13,747	\$ 14,434	\$ 15,156	\$ 15,914
2300	Community Development Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525
8101	Community Services Director	\$ 11,051	\$ 11,604	\$ 12,184	\$ 12,793	\$ 13,433
2801	Director of Economic Development & Innovation	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2205	District Manager/Engineer (SRSD)	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2140	Finance Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
7101	Fire Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
1106	Human Resources Director	\$ 11,574	\$ 12,152	\$ 12,760	\$ 13,398	\$ 14,068
2401	Library Director	\$ 10,738	\$ 11,275	\$ 11,839	\$ 12,431	\$ 13,052
6101	Police Chief	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
2201	Public Works Director	\$ 12,772	\$ 13,411	\$ 14,082	\$ 14,786	\$ 15,525

Position	Monthly Salary
City Manager (Appointed)	\$ 19,300

The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution

**SAN RAFAEL UNREPRESENTED EXECUTIVE MANAGEMENT
SALARY SCHEDULE
Effective July 1, 2019**

Grade	Position	A	B	C	D	E
2501	Assistant City Attorney	\$ 11,289	\$ 11,854	\$ 12,446	\$ 13,069	\$ 13,722
2001	Assistant City Manager	\$ 13,354	\$ 14,022	\$ 14,723	\$ 15,459	\$ 16,232
2300	Community Development Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836
8101	Community Services Director	\$ 11,272	\$ 11,836	\$ 12,428	\$ 13,049	\$ 13,702
2801	Director of Economic Development & Innovation	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2205	District Manager/Engineer (SRSD)	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2140	Finance Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
7101	Fire Chief	\$ 13,288	\$ 13,953	\$ 14,651	\$ 15,383	\$ 16,152
1106	Human Resources Director	\$ 11,805	\$ 12,395	\$ 13,015	\$ 13,666	\$ 14,349
2401	Library Director	\$ 10,953	\$ 11,500	\$ 12,075	\$ 12,679	\$ 13,313
6101	Police Chief	\$ 13,288	\$ 13,953	\$ 14,651	\$ 15,383	\$ 16,152
2201	Public Works Director	\$ 13,028	\$ 13,679	\$ 14,363	\$ 15,081	\$ 15,836

Position	Monthly Salary
City Manager (Appointed)	\$ 19,686

The City Manager is appointed by the City Council and is not subject to the terms and conditions of the Management Resolution

EXECUTIVE MANAGEMENT SALARY RESOLUTION
EXHIBIT "B"

FURLOUGH PROGRAM

Both the City of San Rafael and the Management Group employees recognize the current economic condition of the State of California and the City of San Rafael. Through this recognition and in a cooperative spirit the City of San Rafael and these employees have worked expeditiously on the development of a Furlough Program. This does not mean the City will necessarily implement furloughs; but in the event it is necessary to implement due to continued economic problems in the City of San Rafael the procedures for this Furlough Program shall provide for both Voluntary Time Off (herein described as VTO) and Mandatory Time Off (herein described as MTO).

Voluntary Time Off (VTO).

The needs of the City and the respective departments (as determined by the Department Director and City Manager) will need to be considered in the actual granting of VTO. Any VTO time granted and the resulting savings will have a corresponding impact on the time needed through MTO.

1. An employee's VTO time would count in determining how many hours of MTO an employee needed to take during the fiscal year.
2. Employees who take VTO at a time other than when MTO is taken by other employees will have to take vacation leave, compensatory time off or leave without pay if the MTO results in the closure of the department.

Mandatory Time Off (MTO).

The City will attempt to schedule MTO time in blocks of days (between Christmas and New Years) or individual days next to scheduled holidays and/or weekends.

1. Employees may not take paid vacation time in lieu of designated MTO time.
2. For retirement calculation purposes of the MTO, the City shall follow the policies and procedures of the Marin County Employees' Retirement Association (MCERA) at the time of the furlough.
3. Any employee who notifies the City no later than 07/30/11 of their retirement date and retires from the City during FY 11-12 shall be exempted from the MTO requirements. If said employee did not retire during FY 11-12 as stated, said employee would be docked in pay an amount equivalent to the number of MTO hours taken by other represented employees.
4. MTO time shall apply toward time in service for step increases, completion of probation, and related service credit subject to the policies and procedures of the Marin County Employees' Retirement Association (MCERA).

Other Terms and Conditions.

1. The MTO salary reduction shall be limited to a maximum five percent (5%) reduction in work hours/pay for the fiscal year. When the maximum MTO reduction (5%) is implemented, the involved employee shall be credited with three (3) days of float time.
2. Float Time accrued through the MTO Program must be taken in the fiscal year following the furlough, with supervisory approval, or the leave will be forfeited. The float days have no cash value upon termination of employment.
3. Should the City experience a financial windfall during the fiscal year that furloughs are implemented, the City agrees to re-open discussions on this Furlough Program.
4. The VTO/MTO salary reduction is intended to be permanent for the term of this contract.