

**CITY OF WEST SACRAMENTO
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY
JUNE 15, 2022 CLOSED SESSION AGENDA**

Martha Guerrero, Mayor

Quirina Orozco, Mayor Pro Tem
Norma Alcala, Council Member

Christopher T. Ledesma, Council Member
Dawnté Early, Council Member

Aaron Laurel, City Manager
Jeffrey Mitchell, City Attorney

6:00 PM Closed Session
7:00 PM Regular Meeting Call to Order
 Land Acknowledgment
 Pledge of Allegiance

1. CITY ATTORNEY

Conference with Legal Counsel – Significant Exposure to Litigation – GC §54956.9(d)(2): 1

2. CITY ATTORNEY

Conference with Legal Counsel - GC §54956.9(d)(1)

Name of Case: City of West Sacramento v. Zurich Sacramento, Inc. Yolo County Superior Court Case No. 2021-1994

I, Jennifer Cusmir, City Clerk, declare under penalty of perjury that the foregoing agenda for the June 15, 2022, regular and closed session meetings of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted June 10, 2022 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and was available for public review.

NOTE: If you challenge the nature of a proposed action in court, 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 to the City Council at, or prior to, the public hearing.

The agenda and agenda reports are also available on the City's website at www.cityofwestsacramento.org

City Council meetings are broadcast live on Wave Cable Channel 20 and rerun the next day at 12:00 PM and the following Saturday at 6:00 PM.

All public materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are also made available for public inspection on the City's website at: www.cityofwestsacramento.org. Any document provided at the meeting by staff or by the public will be provided by the City Clerk upon request by phone at (916) 617-4500, or by email at: clerk@cityofwestsacramento.org.

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7:00 PM Regular Meeting Call to Order
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The City Council meeting will be conducted via teleconference pursuant to Government Code section 54953(e). The City Council adopted Resolution 22-56 on May 18, 2022, confirming that a statewide state of emergency continues to exist because of COVID-19 virus pandemic, and that the Yolo County Public Health Officer continues to recommend measures to promote social distancing. The Council and City staff shall take all actions required by Section 54953(e) to protect public access and right to comment. Members of the public are asked to watch the meeting Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>), or via Wave Cable Channel 20.

To submit a comment in writing, please email clerk@cityofwestsacramento.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 5:30 PM will be provided to the City Council and posted on the website. The comments submitted shall become part of the record of the meeting.

To make a verbal comment during the meeting, join the meeting using the Zoom meeting link or the phone number, below. The Mayor will request public comment during Item 1a, prior to the first item on Consent, and after the staff presentation for any other item on the agenda. Once the Mayor has announced the public comment period, if you would like to make a comment, please do one of the following: (1) If you are joining the meeting via zoom, press the "raise a hand" button; OR (2) if you are joining the meeting by phone, press *9. When it is your turn to comment, the Mayor or the Clerk will call you by name or phone number and City staff will unmute your microphone. You will have three minutes to speak. Once your public comment has ended, you will be muted again.

Join by Electronic Device:

<https://westsacramento.zoom.us/j/82829259612?pwd=MXVqb3FKTmlXOG4zS3BEVmp2c1MvZz09>

ID: 828 2925 9612

Passcode: 728913

Join by Phone: 1-720-707-2699

ID: 828 2925 9612

Passcode: 728913

Live transcription/Closed Captioning is available on Zoom. Click "Live Transcription" button on bottom of Zoom toolbar and enable Live Transcription to start viewing live transcription/closed captioning. If you need additional special assistance to participate in this meeting, please contact the City Clerk's Office, (916) 617-4500. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

GENERAL ADMINISTRATION FUNCTION – PART I

- 1. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE COUNCIL**
The Council is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.

PRESENTATIONS

- 2. CITY MANAGER**
PRESENTATION BY SACRAMENTO-YOLO MOSQUITO & VECTOR CONTROL DISTRICT ON CURRENT ISSUES AND CHALLENGES RELATED TO MOSQUITO CONTROL (BERLIN)

CONSENT AGENDA

3. **CAPITAL PROJECTS**

CONSIDERATION OF RESOLUTION 22-77 ESTABLISHING A LIST OF FISCAL YEAR 2022/23 PROJECTS FUNDED BY SENATE BILL 1 (SB1): THE ROAD REPAIR AND ACCOUNTABILITY ACT (ADAME)

Comment: The objective of this report is to provide the City Council with sufficient information to adopt Resolution 22-77 establishing the Fiscal Year 2022/23 list of projects to be funded with the State Road Maintenance and Rehabilitation Account (SB1) revenues and authorizing staff submission of the list to the State of California Transportation Commission (CTC).

4. **CAPITAL PROJECTS**

CONSIDERATION OF ADOPTION OF RESOLUTION 22-86 AMENDING THE CAPITAL IMPROVEMENT PROGRAM AND AWARD OF THE CONSTRUCTION CONTRACT TO SH MECHANICAL FOR THE CITY HALL IT COOLING SYSTEM REPLACEMENT PROJECT (CIP 54023) (ADAME)

Comment: The objective of this report is to provide the City Council with sufficient information to adopt Resolution 22-86 amending the Capital Improvement Program (CIP) and to award a Construction Contract to SH Mechanical for the City Hall IT Cooling System Replacement Project (CIP 54023).

5. **CAPITAL PROJECTS**

CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT NO. 5 FOR PROFESSIONAL SERVICES WITH WOOD RODGERS, INC. FOR THE RIVERFRONT STREET EXTENSION AND 5TH STREET WIDENING PROJECT (CIP 15032) (ADAME)

Comment: The objective of this report is to provide the City Council with sufficient information to approve Amendment 5 of the professional services contract with Wood Rodgers, Inc. for design and engineering support services through the construction phase of the Riverfront Street Extension and 5th Street Widening Project (CIP 15032).

6. **COMMUNITY DEVELOPMENT**

CONSIDERATION OF APPROVAL OF A 1-YEAR CONTRACT WITH NOMAD TRANSIT LLC EXTENDING THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM THROUGH FISCAL YEAR 2022/23 AND RESOLUTION 22-80 ALLOCATING UP TO \$2,049,205 TO SUPPORT OPERATIONS THROUGH FISCAL YEAR 2022/23 (OUSE)

Comment: The purpose of this report is to request City Council approval of Amendment No. 4 to the amended and restated contract with NoMad Transit LLC to extend the On-Demand Rideshare service through June 30, 2023 and to establish the schedule of fees for fiscal year 2022/23 operations. Staff is requesting approval of Resolution 22-80 allocating up to \$2,049,205 in Transportation Development Act funding and authorizing use of \$285,000 in collected Fiscal Year (FY) 21/22 rideshare revenues to support continued rideshare operations through FY 2022/23. This is the fourth of five allowable extensions per the January 18, 2018 Contract for Services executed with NoMad Transit LLC. Therefore, staff is also seeking Council direction to return with a workshop by early 2023 on next steps for the City's On-Demand Rideshare Program prior to City Council consideration of the fifth and final contract extension.

7. **ECONOMIC DEVELOPMENT & HOUSING**

CONSIDERATION OF RESOLUTION 22-76 AMENDING THE BOUNDARY OF PREFERENTIAL PARKING PERMIT AREA "B" (WASHINGTON NEIGHBORHOOD) (JACOBSEN)

Comment: The objective of this report is to provide the City Council with sufficient information to consider an amendment to the boundary of the residential Parking Permit Area B at 3rd and D Streets in the Washington Neighborhood.

8. **ECONOMIC DEVELOPMENT & HOUSING**

CONSIDERATION OF APPROVAL OF A CONTRACT FOR PROFESSIONAL SERVICES WITH WOOD ROGERS, INC. FOR DESIGN OF BRIDGE DISTRICT SURFACE LOTS AND ADOPTION OF RESOLUTION 22-78 AMENDING THE CITY FISCAL YEAR 2021/22 CAPITAL IMPROVEMENT BUDGET TO FUND THE CONTRACT (JACOBSEN)

Comment: The objective of this report is to provide the City Council with sufficient information for approval of a professional services contract with Wood Rodgers, Inc. for design and support services through the construction phase of new surface lots in the Bridge District

9. **CITY MANAGER**

CONSIDERATION OF THE TERMS OF SUCCESSOR AGREEMENT AND ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST SACRAMENTO AND THE WEST SACRAMENTO FIREFIGHTERS' ASSOCIATION AND ADOPTION OF RESOLUTION 22-82 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2022/23 (BERLIN)

Comment: The purpose of this report is to seek City Council consideration of a two-year (2) year successor Memorandum of Understanding (MOU) between the City of West Sacramento and the West Sacramento Firefighter's Association (FFA) and Resolution 22-82, approving related budget amendments.

10. **CITY MANAGER**

CONSIDERATION OF THE TERMS OF SUCCESSOR AGREEMENT AND ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST SACRAMENTO AND THE WEST SACRAMENTO POLICE OFFICERS' ASSOCIATION AND ADOPTION OF RESOLUTION 22-81 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEARS 2021/22 AND 2022/23 (BERLIN)

Comment: The purpose of this report is to seek City Council consideration of a two-year (2) year successor Memorandum of Understanding (MOU) between the City of West Sacramento and the West Sacramento Police Officers' Association (POA) and Resolution 22-81, approving related budget amendments.

11. **CITY MANAGER**

CONSIDERATION OF APPROVAL FOR PRE-QUALIFIED ON-CALL LIST OF CONSULTANTS TO PROVIDE GRANT WRITING SERVICES (BERLIN)

Comment: The purpose of this report is to obtain City Council approval of a pre-qualified on-call list of consultants to provide as-needed grant writing services.

12. **CITY MANAGER**

CONSIDERATION OF RESOLUTION 22-83 CALLING AN ELECTION AND REQUESTING THE YOLO COUNTY BOARD OF SUPERVISORS TO PERMIT THE COUNTY CLERK OF YOLO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A MUNICIPAL ELECTION ON NOVEMBER 8, 2022 (BERLIN)

Comment: The objective of this report is to call an election for the purpose of electing two council members, for District 3 and District 4, and a mayor and to consolidate the election with the statewide general election on November 8, 2022.

13. **CITY MANAGER**

CONSIDERATION OF RESOLUTION 22-87 RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM AS APPLICABLE IN THE CITY AND AUTHORIZING TELECONFERENCE MEETING OF LEGISLATIVE BODIES OF THE CITY PURSUANT TO THE RALPH M. BROWN ACT (BERLIN)

Comment: The purpose of this item is to seek City Council approval to continue remote (teleconference/videoconference) Council, Board, and Commission/Committee meetings by finding, pursuant to California Government Code Section 54953(e), that there is a proclaimed state of emergency related to COVID-19 and that meeting in person would present imminent risks to the health or safety of attendees.

14. **CITY MANAGER**

PROCLAMATION RECOGNIZING JUNE 2022 AS LGBTQ PRIDE MONTH (BERLIN)

PUBLIC HEARING / TIME-SET AGENDA (approximately 7:30 pm)

15. **PARKS & RECREATION**

PUBLIC HEARING AND FIRST READING OF ORDINANCE 22-18 AMENDING CHAPTER 12.08 OF THE CITY OF WEST SACRAMENTO MUNICIPAL CODE TO ALLOW FOR REGULATION OF SPECIAL EVENTS IN THE CITY (MICHEL)

Comment: The objective of this report is to introduce Ordinance 22-18, amending Chapter 12.08 of the City of West Sacramento Municipal Code to allow for regulation of Special Events within the city limits.

Recommendation: Staff respectfully recommends that the City Council: (1) Conduct a public hearing; (2) Waive the first reading of Ordinance 22-18, amending Chapter 12.08 of the City of West Sacramento Municipal Code related to Special Events within the city limits of the City of West Sacramento; and (3) Inform the audience that the second reading and adoption of Ordinance 22-18, is tentatively scheduled for July 20, 2022.

16. **PARKS & RECREATION**

PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 22-54 UPDATING THE CITY OF WEST SACRAMENTO BOOK OF FEES FOR SPECIAL EVENTS (MICHEL)

Comment: The objective of this report is to provide information for the purpose of conducting a public hearing for Council consideration of Resolution 22-54 updating the Book of Fees for Special Events.

Recommendation: Staff respectfully recommends that the City Council: (1) Conduct a public hearing; and (2) Waive the first reading and read by title and number only Ordinance 22-18, amending Chapter 12.08 of the City of West Sacramento Municipal Code related to Special Events within the city limits of the City of West Sacramento; and (3) Inform the audience that the second reading and adoption of Ordinance 22-18, is tentatively scheduled for July 20, 2022.

REGULAR AGENDA

17. CITY MANAGER

CONSIDERATION OF RESOLUTION 22-85 CALLING AN ELECTION AND REQUESTING THE YOLO COUNTY BOARD OF SUPERVISORS TO PERMIT THE COUNTY CLERK OF YOLO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL ELECTION TO BE HELD IN THE CITY ON NOVEMBER 8, 2022 IN CONSOLIDATION WITH THE GENERAL ELECTION (BERLIN)

Comment: The purpose of this report is to facilitate Council consideration of a potential ballot measure to allow voters to decide whether the term of the City's mayor position will remain at its current duration of two years or be changed to four years.

Recommendation: Staff recommends that the Council hear staff's presentation, hear public testimony, then, if the Council wishes to proceed with a ballot measure to allow voters to determine whether the term of the City's mayor position should continue to be two years, or whether it should change to four years: (1) Approve Resolution 22-85, which would authorize the submission of a ballot measure for the November, 2022 election allowing West Sacramento voters to determine the term of the position of mayor in West Sacramento, with the proviso that if the Yolo County Superior Court orders a change to the term of Mayor from two years to four years, that this approval is automatically rescinded; and (2) Authorize the City Manager or his designee to take any actions necessary to place the ballot measure authorized in Resolution 22-85 onto the ballot for the November 8, 2022 election, including but not limited to filing all necessary paperwork with Yolo County.

If the Council does not want to proceed with the ballot measure to allow the voters to determine the term of the mayor position, the Council may simply take no action, in which case the mayoral term would remain at its current two years unless altered by court action.

18. CITY MANAGER

CONSIDERATION OF PROPOSED ORGANIZATIONAL MODIFICATIONS AND RELATED PERSONNEL ACTIONS, UPDATE TO EXISTING JOB CLASSIFICATION DESCRIPTIONS, AND UPDATES TO PUBLICLY AVAILABLE PAY SCHEDULE, AND AUTHORIZED POSITION LIST FOR FISCAL YEAR 2021/2022 AND 2022/23 (BERLIN)

Comment: The purpose of this report is to seek City Council approval for proposed organizational modifications and related personnel actions; updated job classification descriptions to reflect department/division/organizational realignment; and updates to the publicly available pay schedule for FYs 2021/22 and 2022/23 and Authorized Position List for FYs 2021/22 and 2022/23.

Recommendation: Staff respectfully recommends that the City Council: (1) Approve the modifications to title and job classification description for Deputy City Manager/Chief Innovation Officer to Deputy City Manager/Director of Innovation & Technology; and (2) Approve the modifications to title and job description for Director of Finance & Technology to Director of Finance; and (3) Approve the amended Police & Fire Recruit benefit summaries; and (4) Approve the amended and updated publicly available pay schedule (Classification Plan) for Fiscal Year 2021/22 & 2022/23; and (5) Approve the amended and updated Authorized Position List for Fiscal Year 2021/22 & 2022/23.

ADMINISTRATIVE FUNCTION – PART II

19. COUNCIL COMMUNICATIONS / ASSIGNMENTS

Table with 2 columns: Item Name and Assigned Person. Items include Bikeshare Policy Steering Committee, City/County 2x2, City/School 2x2, Executive Commission for the Homeless 10-Year Plan, EIFD Public Financing Authority, League of California Cities, Local Agency Formation Commission, Port District Commission, Remote Access Network, River City Regional Stadium Financing Authority, Sacramento Area Council of Governments (SACOG), Sacramento Regional County Sanitation District Board, Water Resources Association, West Sacramento Area Flood Control Agency JPA, Yolo County Housing Authority, Yolo County Transportation District, Yolo Habitat Conservancy, Yolo-Solano Air Quality Management District, and Yolo Subbasin Sustainable Groundwater Agency.

Delta Protection Commission----- Vacant; Alternate - Vacant
New Hope Community Development Corporation----- Early; Alternate - Alcalá
Yolo County Consolidated Redevelopment Successor Agency Oversight Board ----- Ledesma

- 20. **COUNCIL APPOINTMENTS, REAPPOINTMENTS, REMOVALS TO/FROM CITY AND NON-CITY BOARDS AND COMMISSIONS**
Arts, Culture & Historic Preservation Commission, and the Disaster Council (Alternate)

- 21.
 - A. Council Calendar
 - B. City Manager Report
 - C. City Attorney Report
 - D. Future Agenda Item Requests by Council
 - F. Adjourn

THERE WILL BE NO WRITTEN REPORT
FOR THIS ITEM.

IT IS AN ORAL PRESENTATION ONLY.

MEETING DATE: June 15, 2022

ITEM # 3

SUBJECT:

**CONSIDERATION OF RESOLUTION 22-77 ESTABLISHING A LIST OF
FISCAL YEAR 2022/23 PROJECTS FUNDED BY SENATE BILL 1 (SB1):
THE ROAD REPAIR AND ACCOUNTABILITY ACT**

INITIATED OR REQUESTED BY:

Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Gary Predoehl, Capital Improvement Manager
Capital Projects Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide the City Council with sufficient information to adopt Resolution 22-77 establishing the Fiscal Year 2022/23 list of projects to be funded with the State Road Maintenance and Rehabilitation Account (SB1) revenues and authorizing staff submission of the list to the State of California Transportation Commission (CTC).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 22-77 establishing and approving the list of FY 2022/23 projects to be funded with the State Road Maintenance and Rehabilitation Account (SB1) revenues and authorize staff to submit the list to the State of California Transportation Commission (CTC).

BACKGROUND

Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide. SB1 includes accountability and transparency provisions that will ensure the residents of California are aware of the projects proposed for funding in each community and which projects have been completed in each fiscal year. In order to comply with this provision, the City must establish a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account created by SB1. The list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

The City received \$198,833 of SB1 funding in FY 2017/18, \$928,664 in FY 2018/19, \$968,412 in FY 2019/20, \$966,214 in FY 2020/21, and is projected to receive approximately \$1,053,674 in FY 2021/22 and \$1,195,052 in Fiscal Year 2022/23 (according to CaliforniaCityFinance.com). In order to receive the SB1 funds for FY 2022/23, the City must submit a list of projects, approved by the Council, to the State Transportation Commission (CTC) by July 1, 2022. If the City does not submit the list by the due date, funds may be redistributed to other agencies.

ANALYSIS

The estimates for past and future SB1 revenues and the actual SB1 revenues received are detailed in Table 1 below:

TABLE 1 – SB1 REVENUES

Fiscal Year (FY), Jul 1 to Jun 30	SB1 Revenues	
	Estimated	Actual YTD
2017-2018	\$ 198,834	\$ 198,834
2018-2019	\$ 920,000	\$ 928,664
2019-2020	\$ 957,566	\$ 968,412
2020-2021	\$ 962,095	\$ 966,214
2021-2022	\$1,053,674	\$ 988,233
2022-2023	\$1,195,052	
Total	\$5,287,221	\$4,050,357

Note: Actual revenues for 2021-2022 include receipts through June 1, 2022.

The “Actual SB1 Expenditures” are detailed in Table 2 below:

TABLE 2 – SB1 EXPENDITURES (THROUGH FY 2021/22)

Project	Actual SB1 Expenditure	Fiscal Year of Expenditure
<i>Pavement Management System (CIP 10046)</i>	\$50,000	2017-2018
<i>State Streets Pavement Rehab Design (CIP 15042)</i>	\$100,000	2017-2018
<i>2018 Pavement & Striping (CIP 15041)</i>	\$250,000	2017-2018
<i>Targeted Traffic Operations Improvements (CIP 16011)</i>	\$100,000	2019-2020
State Streets Pavement Rehab (CIP 15042)	\$500,000	2019-2020
Southport Parkway Pavement Rehab Project (CIP15046)	\$250,000	2019-2020
<i>Targeted Traffic Operations Improvements (CIP 16011)</i>	\$100,000	2020-2021
State Streets Pavement Rehab (CIP 15042)	\$1,500,000	2020-2021
State Streets Pavement Rehab (CIP 15042)	\$1,000,000	2021-2022
0Port Area Infrastructure & Complete Streets Project (CIP 15046) – Formerly known as Southport Parkway Pavement Rehab Project and Industrial Blvd & Harbor Blvd Pavement Rehab Project.	\$250,000	2021-2022
Total	\$4,100,000	

Notes: 1) An “Actual SB1 Expenditure” is defined as the transfer of SB1 funds from the SB1 Fund (Fund 203) to the specific project account in accordance with the Council-approved CIP SB1 appropriation for that project.
 2) Those projects identified above in italics are completed projects.

The SB1 revenues through the end of FY 2021/22 are estimated at \$4,115,798 (See Table 1 - The number is calculated by subtracting \$988,233 (the amount received to date) from \$4,050,357 and then adding \$1,053,674 (the total FY estimate) to get \$4,115,798). Of this amount, \$4,100,000 will be expended through FY 2021/22 (See Table 2). If the actual revenues for fiscal years 2017/18, 2018/19, 2019/20, and 2020/21 are added to the budgeted revenues for 2021/22 and 2022/23, the estimated revenues through FY 2022/23 total \$5,310,850 (see Table 1 - The number is calculated by adding \$1,195,052 (the estimate for 2022/23) to \$4,115,798 for a total of \$5,310,850). The estimated total revenues (\$5,310,850) less the amount already expended (\$4,100,000) leaves approximately \$1,210,850 for future expenditures through FY 2022/23. The following Table 3 illustrates the City’s current plan to expend both the current balance of SB1 funds within the identified project accounts for 2019/20 through 2021/22 and estimated future revenues to be received in the FY 2022/23.

TABLE 3 – SB1 EXPENDITURE PLAN

Project	SB1 Expenditure Plan				
	Total	2019/20	2020/21	2021/22	2022/23
State Streets Pavement Rehab (CIP 15042)	\$4,200,000	\$500,000	\$1,500,000	\$1,000,000	\$1,200,000
Port Area Infrastructure & Complete Streets Project (CIP 15046) – Formerly known as Southport Parkway Pavement Rehab Project (CIP 15046) and Industrial Blvd & Harbor Blvd Pavement Rehab Project (CIP 15049)	\$500,000	\$250,000		\$250,000	
Total	\$4,700,000	\$750,000	\$1,500,000	\$1,250,000	\$1,200,000

The CTC SB1 Local Streets and Roads Program operates on a yearly fiscal cycle. In conformance with the provisions of the program, cities and counties are required to annually adopt a project list and resolution to secure the eligible funds. Projects that carryover from year to year must be relisted on each year's project list, irrespective of prior annual approvals.

The recommended action does not appropriate funds to the projects. Appropriation of funds for FY 2022/23 will be requested through the current Capital Improvement Program budget process at which time the City has the flexibility to shift funds between projects and/or to appropriate funds to other projects that meet the SB1 criteria. SB1 affords cities and counties flexibility to deviate from a project list in any given fiscal year should local priorities/circumstances change. Any deviations from a project list in a given fiscal year will be captured through the next annual expenditure report to the CTC.

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060(c), 15378(a).) Each project identified herein will receive individual CEQA analysis and documentation during its development phase.

Commission Recommendation

N/A

Strategic Plan Integration

The recommended action will ensure the City of West Sacramento receives its share of SB1 funding to plan for and maintain one of its most valuable assets, its roadway network. The roadway network serves a variety of land uses including residential, institutional, commercial and industrial that contribute to its economic well-being. This is consistent with West Sacramento's mission to provide Quality City Infrastructure and Facilities and to support a Strong, Diverse Local Economy.

Alternatives

The Council may:

- 1) Approve the recommended action as stated above.
- 2) Approve the recommended action with modifications. Staff does not recommend modifications that will require staff to return to Council for approval as the deadline to submit an approved list to the CTC is July 1, 2022.
- 3) Council may choose to not approve the recommended action and the associated project list. Staff does not recommend this because failure to submit the list by July 1, 2022, may result in the loss of almost \$1,200,000 in SB1 funding for fiscal year 2022/23.

Coordination and Review

This report was prepared by the Capital Projects Department with coordination and review from the Finance Department.

Budget/Cost Impact

The City must submit the list of projects to be funded with the State Road Maintenance and Rehabilitation Account (SB1) funds to the CTC by July 1, 2022. Failure to do so will result in the loss of almost \$1,200,000 in FY 2022/23 that the City could use to repair and maintain its streets.

ATTACHMENT

- 1) Resolution 22-77

RESOLUTION 22-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022/23 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor, in April 2017, to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of the City of West Sacramento are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of West Sacramento must annually adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of West Sacramento intends to use the SB1 funds in accordance with the Road Repair and Accountability Act of 2017 and abide by the mandated eligibility and reporting requirements; and

WHEREAS, the City of West Sacramento, will receive an estimated \$1,195,052 in SB1 funding in Fiscal Year 2022/23; and

WHEREAS, this is the sixth year in which the City of West Sacramento is receiving SB1 funding and this funding will enable the City of West Sacramento to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City of West Sacramento has undergone a public process to ensure public input into our community's transportation priorities and the resultant project list; and

WHEREAS, the City of West Sacramento used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 has helped and will continue to help the City of West Sacramento maintain and rehabilitate its streets and add active transportation infrastructure throughout the City; and

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct

2. The following list of a single project is funded partially or in whole with FY 2022/23 Road Maintenance and Rehabilitation Account (SB1) revenues. The following project is being relisted from a previous year because it has not yet been completed and because it will be utilizing FY 2022/23 Road Maintenance and Rehabilitation Account revenues. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State its intent to fund this project partially or in whole with Road Maintenance and Rehabilitation Account (SB1) revenues:

a) Project Title: States Streets Pavement Rehabilitation (CIP 15042)

Originally listed: FY 2017/18

Description: Rehabilitate the local street network including pavement rehabilitation, ADA accessibility upgrades and storm drainage repairs.

Location: Limits of the project include the area bounded by Park Blvd, Stone Blvd, Jefferson Blvd and 15th Street

Estimated Useful Life: 20 years

Anticipated Project Schedule:

Phase 1 Design: July 2019 - June 2022

Phase 1 Construction: Sep 2022 - June 2022

Phase 2 Design: July 2021 - May 2023

Phase 2 Construction: July 2023 - December 2024

PASSED AND ADOPTED by the City Council of the City of West Sacramento, this 15th day of June 2022, by the following vote:

AYES:


NOES:

ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk

MEETING DATE: June 15, 2022		ITEM # 4	
SUBJECT:			
	CONSIDERATION OF ADOPTION OF RESOLUTION 22-86 AMENDING THE CAPITAL IMPROVEMENT PROGRAM AND AWARD OF THE CONSTRUCTION CONTRACT TO SH MECHANICAL INC FOR THE CITY HALL IT COOLING SYSTEM REPLACEMENT PROJECT (CIP 54023)		
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Jamie Teske, Project Manager I Capital Projects Department	
<input type="checkbox"/> Other			
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to provide the City Council with sufficient information to adopt Resolution 22-86 amending the Capital Improvement Program (CIP) and to award a Construction Contract to SH Mechanical for the City Hall IT Cooling System Replacement Project (CIP 54023).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Find that the City Hall IT Cooling System Replacement Project is exempt from review under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15301(d) (Existing Facilities); and
- 2) Adopt Resolution 22-86 amending the Capital Improvement Program (CIP) by approving an appropriation of \$40,000 to the City Hall IT Cooling System Replacement project (CIP 54023) from the General Facilities Fund (Fund 208); and
- 3) Award a Construction Contract to the lowest responsive, responsible bidder, SH Mechanical Inc. for the construction of the City Hall IT Cooling System Replacement Project for a total base bid price of \$180,000; and
- 4) Authorize the City Manager or his designee to execute a contract with SH Mechanical Inc. in an amount not to exceed \$180,000; and
- 5) Authorize the City Manager, or his designee, the authority to issue contract change orders up to 10% of the contract amount, not to exceed \$18,000.

BACKGROUND

City Hall is equipped with an onsite data center/server room that houses all computer equipment and servers for City operations. All communications for public safety, as well as connectivity for the rest of the City routes through this data center/server room. It is imperative that the server room maintains a proper temperature and if any issues arise, they must be addressed as soon as possible to avoid equipment failure, system downtime, and disruptions to City functions.

The existing cooling system installed in 2007 has far exceeded its useful life cycle based on manufactured specifications and has failed on several occasions requiring constant repairs, maintenance, and need for temporary backup cooling units which are required to avoid overheating and/or substantial damage to the IT equipment and servers. Additionally, the existing cooling system is outdated, and the existing R-22 refrigerant is obsolete and being phased out of production due to the ozone-depleting gas.

The existing cooling system needs to be removed and replaced with an updated and properly sized unit to meet the current and future needs of the City. Once replaced, the City will have a cooling unit with adequate coverage eliminating the need for the secondary unit and any backup cooling units in use.

ANALYSIS

The Capital Projects Department conducted a competitive bid to select a contractor for the City Hall IT Cooling System Replacement Project. On March 25, 2022, the bid package was advertised in the local paper and routed to the Chamber of Commerce. The bid package was also posted on the City’s website and through OpenGov.com. At the close of the advertising period, City staff received two (2) bids that were opened on May 18, 2022.

The bid results were as follows:

Table 1

Rank	Contractor	Base Bid Amount
1	SH Mechanical Inc.	\$180,000
2	LEED Mechanical	\$189,843

After examining the Contractor's licenses, work experience, qualifications and proposal submitted in each of the complete bid packages, staff determined that SH Mechanical Inc. is the lowest responsive and responsible bidder, with a total bid of \$180,000. On this basis, staff recommends awarding the construction contract to SH Mechanical Inc.

Environmental Considerations

The California Environmental Quality Act Title 14, Chapter 3, Article 19 defines what projects or categories are allowed to be considered Categorically Exempt. Section 15301, Class 1 allows public entities to perform operations such as repair, maintenance, or minor alteration of existing public structures, facilities, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination without review of the project under CEQA. The City Hall IT Cooling System Replacement Project falls within the following Class 1 Categorical Exemption:

"(d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood."

Commission Recommendation

Not applicable.

Strategic Plan Integration

The project and recommended actions support the City's mission to provide Municipal Services and Quality City Infrastructure and Facilities.

Alternatives

Staff respectfully recommends that the City Council review and approve the recommendations described in this report.

The Council's primary alternatives are summarized below.

- 1) Approve the recommended actions as stated above.
- 2) Make changes to the recommended actions or defer the project to a later date;
- 2) Eliminate and not award the project.

Alternatives 2 and 3 are not recommended as the current condition of cooling system is undersized, outdated and could overheat causing substantial damage to IT equipment. Additionally, the timing of the improvements is critical due to extremely high temperatures anticipated in the next several months.

Coordination and Review

This report was prepared by the Capital Projects Department and has been coordinated with and reviewed by the Public Works Operations & Maintenance Department and the Finance Department.

Budget/Cost Impact

The City Hall IT Cooling System Replacement Project was included in the City's current Capital Improvement Program (CIP) as CIP project 54023. The budget/cost impact for the construction contract (SH Mechanical Inc) including contingency and staff time is \$210,000. City staff is requesting and recommending a budget appropriation of \$40,000 for this award and completion of this project. Resolution 22-86 requests an amendment to the Capital Improvement Program (CIP) by approving an additional \$40,000 from the General Facilities Fund (Fund 208) to complete the project.

Table 2: Breakdown of Project Cost

Projected Project Costs:	
Construction Phase	
<i>Original Project Appropriation (Res 21-49)</i>	<i>\$170,000.00</i>
Construction Contract (SH Mechanical Inc)	\$180,000.00
Construction Contingency (10%)	\$18,000.00
City Staff Time (Including ICAP)	\$21,000.00
Total Project Cost	\$210,000.00
Project Need	\$40,000.00

ATTACHMENT(S)

- 1) Notice of Exemption
- 2) Construction Contract
- 3) Resolution 22-86

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Yolo
625 Court Street
Woodland, CA 95695

From: (Public Agency): City of West Sacramento
1110 West Capital Ave
West Sacramento, CA 95691

(Address)

Project Title: City Hall IT Cooling System Replacement Project

Project Applicant: City of West Sacramento

Project Location - Specific:

City of West Sacramento - City Hall Third Floor

Project Location - City: West Sacramento Project Location - County: Yolo

Description of Nature, Purpose and Beneficiaries of Project:

Replace existing IT cooling systems and equipment with properly sized unit for the IT server room. The existing system is outdated causing overheating and could substantially damage the IT computer equipment.

Name of Public Agency Approving Project: City of West Sacramento

Name of Person or Agency Carrying Out Project: Jamie Teske

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301 (d)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This project qualifies for categorical exemption to CEQA Guidelines § 15301(d) (Existing Facilities) and 15309 Inspections. Under Section 15301 Class 1, operations such as repair, maintenance, or minor alteration of existing public structures, facilities, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination are considered exempt from CEQA.

Lead Agency
Contact Person: Jamie Teske Area Code/Telephone/Extension: 916-617-4591

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Jamie Teske Date: 6/15/2022 Title: Project Manager

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

CONSTRUCTION CONTRACT

THIS CONTRACT made on June 15, 2022, by and between the CITY OF WEST SACRAMENTO (“City”), and SH Mechanical, Inc., hereinafter “Contractor”. The City and Contractor may be collectively referred to as the “parties”.

The parties have mutually covenanted and agreed as follows:

1. THE CONTRACT DOCUMENTS:

The complete Contract consists of the following documents (“Contract Documents”):

Construction Contract (See Part 2)
 Payment Bond to accompany Contract (See Part 2)
 Contractor’s Certification Regarding Workers’ Compensation (See Part 2)
 General Conditions (See Part 3)
 Supplemental Conditions (Special Provisions) (See Part 4)
 Drawings
 Technical Specifications (See Part 4)
 Change Orders
 City of West Sacramento Standard Specifications 2002, with Amendments #1 & #2
 State of California Department of Transportation (Caltrans) Standard Specifications 2015
 Contractor’s Emergency Invoice (Accepted Bid)

2. THE WORK:

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the City Hall IT Cooling System Replacement Project “Project” as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Jamie Teske

3. CONTRACT PRICE:

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of one hundred eighty thousand dollars (\$180,000.00) for the Project subject to additions and deductions as provided in the Contract Documents.

4. COMPLETION DATE:

The Project shall be commenced on the date specified in the Notice to Proceed. The total project will be completed within ninety (90) working days, as defined in the General Conditions, after the date stated in the Notice to Proceed.

5. NOTICE AND SERVICE THEREOF:

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

(a) If the notice is given to the City, by personal delivery thereof to the Director of Capital Projects, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the City at:

City of West Sacramento
Ariana Adame, Director of Capital Projects
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

(b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the Contractor at:

Business	SH Mechanical, Inc.
Attention	Kerlita Hacker
Street Address	231 Travis Court
City, State, Zip Code	Suisun, CA 94585

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

6. LIQUIDATED DAMAGES:

Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of One Hundred Dollars (\$1,00.00) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the Supplemental Conditions.

7. PREVAILING WAGE:

Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773.2 are on file at the City, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the City are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions.

8. CONTRACTOR REGISTRATION

By the execution of this Contract, Contractor hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (Contractor registration).

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract, each of which shall for all purposes be deemed an original, have been duly executed by the above-named parties, on the date noted on the first page of this Contract.

Date

Kerlita Hacker, President

Date
Approved as to form:

Martha Guerrero, City Mayor

Jeffrey Mitchell, City Attorney

Attest:

Jennifer Cusmir, City Clerk

PAYMENT BOND

The CITY OF WEST SACRAMENTO, hereinafter "City," has awarded to [CONTRACTOR] Inc., hereinafter "Contractor," a Contract for the work described as follows:

CITY HALL IT COOLING SYSTEM REPLACEMENT PROJECT

WHEREAS, the Contractor is required by the Contract and by the provisions of Third Division, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, SH Mechanical, Inc., the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of [AMOUNT], said sum being not less than one hundred (100) percent of the total Contract amount payable by the City, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, its heirs, executors, administrators, successors, and assigns or Subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor thereon of any kind, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in the Contract; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees to the prevailing party to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

It is further stipulated that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the Contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for

whose benefit such bond has been given, by reason of any breach of contract between the City and original Contractor or on the party of the obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Contractor as Principal)

(Seal) By _____

(Seal) By _____

NOTE: If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

TO: Ariana Adame, Director of Capital Projects
City of West Sacramento
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Kerlita Hacker, President

By _____

(Business Address)

(Place of Residence)

PART 2 GENERAL CONDITIONS

PART 3: GENERAL CONDITIONS

SECTION 1

DEFINITIONS AND TERMS

1.01. GENERAL

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other Contract Documents of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

1.02. ABBREVIATIONS

The following abbreviations may be used in the Contract Documents:

AA	Aluminum Association
AASHTO	American Association of State Highway/Transportation Officials
ABMA	American Boiler Manufacturer's Association
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
ETL	Electrical Testing Laboratory
FS	Federal Specification
ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers

IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
JICS	Joint Industry Conference Standards
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Building Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
USPHS	United States Public Health Service
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

1.03. DEFINITIONS

The intent and meaning of the following, wherever they appear in the Contract Documents, shall be interpreted as follows:

Acceptance - The formal Acceptance by the Engineer of the entire Contract, which has been completed in all respects in accordance with the Specifications and any, approved modifications.

Addenda - Any written change, clarification or supplement to documents issued for bidding, issued by the City or its Engineer prior to bid.

As Approved - The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".

As Shown, and As Indicated - The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Plans".

Award - The decision of the City Council to accept the proposal of the lowest responsible Bidder for the Work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof and to such other conditions as may be specified or required by law.

Bid - The offer of the Bidder for the Work when made out and submitted on the prescribed Bid form, properly signed and guaranteed. A Bid is also known as a Proposal.

Bid Security - The cash, cashier's check, certified check, or bidder's bond accompanying the Bid submitted by the bidder, as a guarantee that the Bidder will enter into a Contract with the City for the performance of Work herein described.

Bidder - Any individual, firm, partnership or corporation submitting a Bid for the Work contemplated, and acting directly or through a duly authorized representative.

Bureau - United States Bureau of Reclamation.

Calendar Day - Each day shown on the calendar.

Change Order - Written order issued by the Engineer to the Contractor covering changes in the Contract and establishing the bases of compensation and time adjustments for work affected by the changes.

City - The City of West Sacramento, also referred to as the Owner.

City Council or Council - The City Council of the City of West Sacramento.

City Standard Details - The standard details contained in the City Standard Specifications as modified.

City Standard Specifications - 2002 edition of the City of West Sacramento Standard Specifications and Details as amended to date of Bid submittal.

Claim - A separate demand by the Contractor for (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (iii) an amount the payment of which is disputed by the City.

Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include Addenda and change orders.

Contract Documents - Contract Documents is the collective term for all of the following documents and any other document incorporated therein by reference: Invitation to Bid, Accepted Bid (and all accompanying documents), Designation of Subcontractors, Construction Contract, Payment Bond to Accompany Contract, Performance Bond to Accompany Contract, General Conditions, Supplementary and Special Conditions, (if any), Drawings (and Specifications), Addenda, Change Orders, City of West Sacramento Standard Specifications, State of California Department of Transportation (Caltrans) Standard Specifications 2015, Contractor's Certification Regarding Workers' Compensation.

Contractor - The person or persons, firm, partnership or corporation or other entity who has entered into the Contract with the City to perform the Work.

County - County of Yolo, California.

Date of Completion - Date of filing of the Notice of Completion with the Yolo County Clerk-Recorder's Office.

Date of Execution of the Contract - The date on which the Contract is signed by the City's authorized representative.

Datum - The Figures given in the Specifications or upon the drawings after the word "Elevation" or an abbreviation of it, shall mean U.S.G.S. datum, unless otherwise noted.

Days - Unless otherwise designated, days as used in the Contract Documents shall mean calendar days.

Elevation - The figures given on the Plans or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the standard datum used by the City.

Engineer - The City Engineer, or the person designated by the City as its engineering representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Extra Work - Work other than that required either expressly or implied by the Contract in its executed form.

Notice of Completion - notice of completion is the recorded project completion document filed with the Yolo County Clerk.

Or Equal - The term "or equal" shall be understood to indicate that the "equal" product be the equivalent or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

Plans or Specification Drawings - The term "Plans" or "Specification Drawings" refers to the official plans, profiles, cross sections, elevations, details, and other Working Drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets. Regardless of the method of binding, Plans shall be part of the Contract Documents.

Plant - All physical, resources, facilities, machinery, equipment, staging, tools, work and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the project.

Project - The entire Work to be completed under the Contract.

Project Manager - The person designated by the City as its project management representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them. The Project Manager will be the City Engineer unless the City designates a separate Project Manager. When a Project Manager is used for a project, the Project Manager has full authority to act as the City Engineer unless the designation specifically states otherwise.

Shop Drawings - Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings).

Site - The area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated by the Engineer.

Specifications - The term "specifications" refers to the terms, provisions, and requirements contained herein. Where reference specifications, such as those of "ASTM", "AASHTO", etc. have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

State - State of California.

State Standard Specifications - Standard Specifications issued by the State of California Department of Transportation, dated 2015, and as amended Bid in the supplemental conditions.

Subcontractor - The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.

Supplementary & Special Conditions Provisions - Additions, revisions, special directions, and requirements peculiar to a project and not otherwise thoroughly set forth in General and/or Specifications.

Time Limits - All time limits stated in the Contract Documents are of the essence of the Contract.

Work - All the work specified, indicated, shown or contemplated in the Contract Documents to construct the improvements, including all alterations, amendments or extensions thereto made by Change Order or other written orders of the Engineer.

Working Days - A Working day is defined as any day, except Saturdays, Sundays and legal holidays of the City.

Working Drawings - Drawings furnished by the Contractor showing the layout and details of temporary construction procedures and methods of construction, and data for construction equipment which are to be employed in the construction of the permanent facility (e.g., form drawings, erection drawings, load test pile procedures, pile hammer data, etc.).

Written Notice - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified U.S. mail to the last business address known to the party who gives the notice as specified in the Contract.

Whenever in the Specifications or upon the drawings the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

SECTION 2 SCOPE OF WORK

2.01. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work, which the Contractor undertakes to perform in accordance with the terms of the Contract. These General Conditions are meant to replace Division I of the State Standard Specifications for all City public works contracts which incorporate these General Conditions by reference.

Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the Work involved in performing the Contract in a satisfactory and workmanlike manner.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Drawing shall be construed to be shown in all Drawings and the Contractor will coordinate the Work and the Drawings.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Change Orders; Addenda; Shop Drawings, Drawings, Supplementary and Special Conditions; Designation of Subcontractors; Construction Contract; General Conditions; City of West Sacramento Standard Specifications; State of California Department of Transportation (Caltrans) Standard Specifications 2015.

Detail Drawings take precedence over General Drawings. As between schedules and other information given on Drawings, the Schedules shall govern. If an item is shown on any Drawing and not specifically included in Technical Specifications specific to this project, the Drawing shall govern. Any conflict or inconsistency between or in the drawings shall be submitted to the Engineer for clarification as soon as the Contractor becomes aware of such inconsistency.

2.02. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after

the execution of this Contract, shall affect or modify any of the terms or obligations contained herein.

2.03. CHANGES IN THE WORK

(a) The City may, at any time, by written order, make changes in the Work as deemed necessary by the Engineer. Such changes include, but are not limited to:

- (1) In the Specifications or Plans;
- (2) In the sequence, method or manner of performance of the Work;
- (3) In the owner-furnished facilities, equipment, materials, services or site; and
- (4) Directing acceleration of the Work.

(b) If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

(1) Change Orders

A change pursuant to this section will be in the form of a Change Order, which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work.

Upon receipt of a Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of a Change Order. A Change Order executed by the Contractor and approved by the Engineer is an executed Change Order as that term is used throughout this section.

(2) Change Order Protests

A Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Change Order, which he has not executed, he shall submit a written protest to the Engineer within fifteen (15) days after the receipt of such Change Order. The protest shall state the points of disagreement and, if possible, the quantities and cost involved.

If a written protest is not submitted, payment will be made as set forth in the Change Order. Such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Change Orders shall be considered as executed Change Orders.

Where the protest concerning a Change Order relates to compensation, the compensation payable for all work specified or required by said Change Order to which such protest relates will be determined in the same manner as provided in Section 2.04 of this section. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Where the protest concerning a

Change Order relates to the adjustment of time and for completion of the Work, the time to be allowed therefor will be determined as provided in this section.

The consent of the Contractor's sureties shall not be required as to any change or Extra Work, and the liability of the Contractor's Bonds shall be increased or decreased accordingly without notice to the sureties.

2.04. PROCEDURES AND ALLOWABLE COSTS ON CHANGES AND ADDITIONS TO WORK

(a) Forms of Payment

If the change in, or addition to, the Work will result in an increase in the contract sum, the City shall have the right to require the performance thereof. The compensation to be paid for any such work shall, in the City's sole discretion, be determined in one or more of the following ways:

- (1) By extension of agreed unit prices, if unit prices are required by the City's Bid form and provided with Contractor 's bid;
- (2) By revision of unit prices;
- (3) By proposal and Acceptance of an agreed upon lump sum; and
- (4) On a force account basis.

Until one of the above methods is agreed on, or if the Work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

(b) Lump Sum Payment

The City, in its sole and absolute discretion, may request a lump sum proposal by Contractor to perform the change in, or addition to, the Work performed. Such lump sum proposal shall be submitted by the Contractor within ten (10) days of the City's request therefor. Request for a lump sum proposal by City shall not be deemed an election by City to have the Work performed on a lump sum basis. Costs of preparing the proposal shall not be compensable.

(1) Contents of Lump Sum Proposal

(2) The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable). The proposal shall be accompanied by signed proposals of any Subcontractors, which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

(3) Computation of Labor Costs

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include the projected wages of the reasonably anticipated Site labor, including foremen, who will be directly involved in the change in the Work. These projected wages shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

Labor costs may also include Contractor's overhead and profit which shall be computed by adding to the labor costs either up to fifteen percent (15%) of the projected wages, but not payroll costs, or the labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The method of computing the overhead and profit shall be solely within the discretion of the City.

The labor surcharge, if used, shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined above. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval of the Engineer.

(4) Computation of Equipment and Materials Costs

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work. This portion of the proposal may also include transportation and applicable sales or use taxes. Up to fifteen percent (15%) of these direct costs may be included as overhead and profit for the Contractor or any such Subcontractor (such overhead and profit to include all small tools).

This portion of the proposal may further include the Contractor's and any of its Subcontractors' reasonably anticipated costs for the rental and operation of prime construction and automotive equipment furnished and used in connection with the change in the Work. The equipment rental and operation rates used shall be the latest edition of the Department of Transportation, Division of Construction, Equipment Rental Rates. These costs shall not include charges for listed equipment or major tools with a new cost of five hundred dollars (\$500.00) or less. No time charges shall be allowed except for equipment actually used for the proper and efficient performance or completion of the authorized change in the Work.

(5) Subcontractors

The lump sum proposal may include up to five percent (5%) of the amount, which the Contractor will pay to any of its Subcontractors for the change in the Work as allowable overhead and profit to the Contractor.

(6) Failure to Submit Lump Sum Proposal

In the event that the Contractor fails to submit its proposal within the designated period, the Engineer may direct the Contractor to proceed with the change or addition to the Work and the Contractor shall so proceed. The Engineer shall unilaterally determine the reasonable costs and time to perform the work in question, which determination shall be final and binding upon the Contractor.

(7) Failure to Agree on Lump Sum Amount

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Engineer and City do not elect to have the change in the Work performed on a time and material basis, the Engineer and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof. In such instances, a Change Order shall be issued for the amount of costs and time determined by the Engineer and the City and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the City within thirty (30) days of the issuance of the Change Order. The City has the right to direct the Contractor in writing to perform the change in the Work, which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously.

(c) Payment by Unit Prices

If any of the items included in the lump sum proposal are covered by unit prices contained in the contract document, the City may, if it requires the change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

(d) Payment on a Force Account Basis

If the City elects to have the change or addition to the Work performed on a force account basis, the Work shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-Subcontractors, and payment shall be made subject to the following provision. The Contractor will be paid the direct costs of the labor, equipment and materials used in performing the force account work determined as hereinafter provided.

(1) For labor, the Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer or Project Manager) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor or any or any Subcontractor of any tier, shall be actual wages, including basic hourly wage, health and welfare payments and pension payments incurred in performing the force account work, plus any travel and subsistence payments for the workers performing such work and made necessary thereby. To the actual wages shall be added a labor surcharge as set forth in the State Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates", as in effect on the date the work is performed. The labor surcharge shall be deemed to encompass the City's entire liability to reimburse the Contractor for workers compensation insurance payments, social security payments, Medicare payments, federal unemployment insurance payments, state unemployment insurance payments and state training taxes, made necessary by the force account work.

(2) For equipment, the Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the State Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates", which is in effect on the date the work is performed, regardless of ownership or any rental agreement entered into by Contractor for such equipment. The rental rate paid in accord with said publication shall be deemed to include

the cost of fuel, oil, lubrication, supplies, small tools, attachments, repairs and maintenance, depreciation, storage and insurance for said equipment. Rental time will not be paid when equipment is inoperable due to breakdowns, repairs or maintenance. Payment for loading, transporting and unloading time will be in accordance with the State Standard Specifications applicable to loading, transporting and unloading equipment for force account work, as applicable as of the date the equipment is loaded, transported or unloaded.

(3) For materials used in the work, the City will pay for materials furnished by the Contractor and necessarily used in the force account work. Prior to markups as set forth below, the amount paid shall be the price paid by the actual purchaser to the actual supplier plus any necessary actual costs of handling the materials.

Contractor may add fifteen percent (15%) to the total labor, equipment and material charges as the total overhead and profit to the entity or entities actually performing the force account work. If the entity or entities actually performing the work are Subcontractors or Sub-Subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor's mark-up. No other mark-ups shall be allowed hereunder.

The Contractor shall submit to the City daily work and material tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), hours expended, the material used, the equipment rented (not tools) and such other evidence of cost as the City may require. The City may require authentication of all time and material tickets and invoices by persons designated by the City for such purpose. The failure of the Contractor to secure any required authentication shall, if the City elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the City shall not constitute an acknowledgment by the City that the items thereon were reasonably required for the Change in the Work.

(e) Limitations on Changes

The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this section, and which the Contractor, its Subcontractors and Sub-Subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

It is expressly agreed that Contractor shall not be entitled to claim damages for anticipated profits on any portion of the Work that may be deleted.

The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates. The City reserves its rights under Section 3.20 to audit Contractor's as-Bid profit in

connection with any deductive change, to arrive at a final adjustment. Contractor's as-Bid profit shall be reduced pro rata according to the proportion of the original contract value less as-Bid profit, represented by the work deleted.

The City reserves the right to contract with any person or firm other than the Contractor for any or all Extra Work.

2.05. UNILATERAL CHANGE IN OR ADDITION TO THE WORK

Notwithstanding the above, the City, directly or through the Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section 2.04.

2.06. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25110.02 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
- (b) Subsurface or latent physical conditions at the Site differing from those indicated in the Contract Documents; or
- (c) Unknown conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause an decrease or increase in the Contractor's cost or time of performance, the Engineer will issue a change order as appropriate. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Section 2.04 for adjustments as to extra and/or additional work and changes. In the event that a dispute arises between the City and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause and decrease or increase the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided by the Contract, but shall proceed with all work to be performed under the Contract, the procedures applicable to claims for extra costs shall then apply.

2.07. CLAIMS FOR EXTRA COSTS

- (a) Notice of Potential Claims

(1) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor provides the Engineer with written notice of the potential claims as hereinafter specified. Compliance with this section, however, shall not be a prerequisite as to matters within the scope of the protest provisions in Section 2.03.

The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as above required shall be given to the Engineer prior to the time that the Contractor commences performance of the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within ten (10) days after the happening of the event, thing or occurrence giving rise to the potential claim.

(b) Construction Dispute

(1) The Contractor may submit a dispute to the Engineer concerning any matter for which a protest under Section 2.03, or a notice of potential claim, is filed. Such disputes, or potential claims, shall be submitted to the Engineer within sixty (60) days following the submission of said protest or notice, unless, due to the nature of the dispute or the uncompleted state of the Work, it is impracticable to determine the amount or the extent of the claim within such period. In such cases, disputes shall be submitted at the earliest practicable time in which such a determination can be made. In any event, all disputes shall be filed on or before the date of the final release by the Contractor as provided for in Section 7.09.

(2) All disputes shall be in writing and shall set forth clearly and in detail, for each item of additional compensation requested, the reasons for the dispute, reference to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, all pertinent factual data and all the documents necessary to substantiate the dispute. The Contractor shall maintain complete and accurate records of the cost or any portion of the Work for which additional compensation is claimed, and shall provide the Engineer with copies thereof, as required. The Engineer shall provide a written decision to the dispute or potential claim as soon as practicable but not later than 30 days following receipt thereof.

(c) Resolution of Construction Claims

(1) To the extent that the Contractor disputes the Engineer's Written Decision issued pursuant to Section 4.07(b)(2), or to the extent the Engineer fails to issue a timely written decision, the Contractor may file a written claim, as defined by Public Contract Code section 9204(c)(1), with the City including reasonable documentation to support the claim. Upon receipt of the claim, the City shall conduct a reasonable review of the claim, and within a period not to exceed 45 days, the City shall provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. The time in which the City must provide a written statement may be extended by mutual agreement of the parties as specified by Public Contract Code section 9204(d)(1)(C). The City shall pay any undisputed portion of the claim within 60 days after issuance of its written statement.

(2) Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code section 12650, et. seq., the undersigned,

(Name)

(Title)

(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated: _____

/s/ _____

Subscribed and sworn before me this _____ day

of _____

Notary Public

My commission expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of any independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

(3) Meet And Confer Regarding Unresolved Claims. If the Contractor disputes the City's written statement issued pursuant to Section 4.07(c)(1) or if the City fails to issue a timely written response, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute. The meet and confer conference shall be attended by senior executives of the parties who have authority to settle the controversy. Within 10 business days following the conclusion of the meet and confer conference, the City shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. The City shall pay any undisputed portion of the claim within 60 days after it issues its written statement.

(4) Mediation. If the Contractor disputes, in writing, any portion of the City's written statement as issued under Section 4.07(c)(3), the disputed items shall be submitted to nonbinding mediation according to the provisions of Public Contract Code section 9204(d)(2), and any costs of mediation shall be allocated as set forth in that section. Upon receipt of a claim, the City and the Contractor may agree to waive, in writing, mediation.

(5) Failure to Respond or Pay. If the City fails to timely respond to a claim from the Contractor or otherwise fails to meet the time requirements of Public Contract Code section 9204, the claim shall be deemed rejected in its entirety. Additionally, amounts not timely paid in the manner required by Public Contract Code section 9204 shall bear interest at 7 percent per annum.

(6) Subcontractor Claims. If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of the Subcontractor or lower tier Subcontractor pursuant to Public Contract Code section 9204(d)(5).

2.08. CIVIL ACTION PROCEDURES

(a) Alternative Dispute Resolution of Claims of \$375,000.00 or Less.

(1) Claims Less Than \$375,000.00. Notwithstanding any other provision herein but after compliance with the provisions of Public Contract Code section 9204 as set forth in Section 4.07, claims of \$375,000.00 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code section 20104 *et seq.* "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the City.

(2) Submission of Claims Less than \$375,000.00. The Contractor shall submit its claim of \$375,000.00 or less to the City in writing, within the time frames established under paragraph 4.07, but no later than before the final payment is made. The City shall respond within the time provided by statute. If the Contractor disagrees with the response or the City fails to respond within the time permitted, the Contractor shall notify the City of the disagreement in writing within fifteen (15) days from the date of the response or expiration of the time permitted to respond and demand a meet-and-confer conference. The City shall schedule a meet-and-confer conference within thirty (30) days of the demand. The meet and confer conference shall be attended by senior executives of the parties who have authority to settle the controversy. If not resolved at the meet-and-confer conference, the Contractor may initiate a civil action as set forth in Public Contract Code section 20104 *et seq.*, including but not limited to compliance with applicable Government Code provisions.

(3) Time Limits Not Extended. Nothing in subdivision (a) of Public Contract Code section 20104.2 shall extend the time limit or supersede the notice requirements provided in this Contract for filing claims by the Contractor.

(b) Alternative Dispute Resolution of Claims in Excess of \$375,000.00.

As a condition precedent to the initiation of litigation, disputes in excess of a total value of \$375,000.00 shall first be submitted to the claims procedures set forth in Sections 4.06 and 4.07.

2.09. GUARANTEE

(a) In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace the same at its sole cost and expense, and to the

satisfaction of the Engineer, any and all materials which may be defective or improperly installed.

(b) The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work, which may be damaged or displaced in so doing.

(c) In the event of failure to comply with the above stated conditions within a reasonable time, the City is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.

(d) The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect for a period of one (1) year after final Acceptance of the Work by the City.

SECTION 3 CONTROL OF WORK

3.01. AUTHORITY OF ENGINEER

(a) The Engineer is the representative of the City and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions, which arise during the course of the Work and the Engineer's decisions on these matters, shall be final and conclusive. The Engineer has the authority to reject all work and materials, which do not conform to the Contract Documents, and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Engineer's failure to stop the Work shall not obligate the City to accept defective or otherwise unacceptable work or otherwise affect the Engineer's or City's authority to reject work for any reason set forth in the Contract Documents.

(b) If at any time the Contractor's work force, tools, plant or equipment appear to the Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new or additional tools, plant or equipment, as the case may be, and the Contractor shall comply with such order. Neither the failure of the Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the Work within the specified time.

(c) The Engineer may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time. These may be accomplished by a Field Order. Contractor shall comply promptly with all Field Orders. If the Engineer and Contractor are unable to agree on entitlement or on the amount or extent, if any, of any adjustment in the Contract Price or Contract time, or cost, as a result of a Field Order, a claim may be made therefor pursuant to Section 2.07.

(d) Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Engineer in writing.

(e) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.

3.02. DRAWINGS

(a) Drawings furnished herewith are for bidding purposes. The Engineer will furnish the Contractor, free of charge, copies of full size Drawings which are reasonably necessary for the execution of the Work. The Contractor shall have no claim for excusable delay on account of the failure of the Engineer to deliver such Drawings, unless the Engineer shall have failed to deliver the same within two weeks after receipt of written demand therefore from the Contractor. The Contractor shall keep one copy of said Drawings, in good order, available to the Engineer and the Engineer's representatives, and convenient to the working site.

(b) If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings,

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or in the layout as given by points and instructions, it shall be the Contractor's duty to inform the Engineer in writing, and the Engineer will promptly verify the same.

Any work done after such discovery, until authorized, will be done at the Contractor's risk. All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer and shall not be reused on other work and, with the exception of the signed Contract sets, are to be returned to the Engineer, on request, at the completion of the Work. All models are the property of the City.

(c) The Drawings shall be supplemented by such Shop Drawings prepared by the fabricator and/or supplier and Working Drawings prepared by the Contractor as are necessary to adequately control the Work. No changes shall be made by the Contractor in any Shop or Working Drawings after they have been reviewed by the Engineer, if the Engineer deems that no further submittals are necessary. The Contractor shall not commence the layout, purchase, fabrication, or construction of any work for which Shop or Working Drawings are required until Engineer has reviewed the specifications and drawings and has indicated in writing no further submittals are required for compliance with the Contract Documents.

(d) Shop and Working Drawings for any structure shall include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs, operating instructions, etc., which shall be reviewed and accepted by the Engineer before any such work is performed.

(e) Shop and Working Drawings will be required for cribs, cofferdams, falsework, centering and form work and for other temporary work and methods of construction the Contractor proposes to use. Such Drawings shall be subject to the review and Acceptance of the Engineer insofar as the details affect the character of the finished work, but details of design will be left to the Contractor who shall be responsible for the successful construction of the Work.

(f) Contractor agrees that Shop and/or Working Drawings processed by the Engineer are not Change Orders; that the purpose of these Drawings submitted by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that the Contractor demonstrates its understanding by indicating which equipment and material the Contractor intends to furnish and by detailing the fabrication methods it intends to use. It is expressly understood, however, that favorable review of the Contractor's Shop and Working Drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of its Drawings with the Specifications. Contractor further agrees that if deviations, discrepancies or conflicts between Shop and/or Working Drawings and Specifications are discovered either prior to or after the Drawings are processed by the Engineer, the Specifications shall control and shall be followed.

(g) Unless otherwise stated, the Engineer shall have thirty (30) days from the date of receipt of Shop and/or Working Drawings for review.

(h) Full compensation for furnishing all Shop and/or Working Drawings shall be considered as included in the prices paid for the Contract items of work to which such drawings relate and no additional compensation will be allowed therefore. Any cost related to the Engineer's review of any particular set of Shop and/or Working Drawings more than twice, due

to incompleteness or unacceptability, shall be borne by the Contractor, and the City reserves the right to withhold such costs from payments due the Contractor.

(i) All reasonable effort has been made to locate and delineate all known structures and facilities on the plans. Except as otherwise provided herein, the City of West Sacramento shall assume no responsibility for the completeness or accuracy of its delineation of underground utilities nor the existence of other buried objects which may be encountered, or which are not shown on the plans.

(j) The Contractor shall keep and maintain a clean set of plans for the project and shall record in red ink all changes, revisions, etc. made during the course of construction. These plans shall include all changes, revisions, etc. from the original plan complete with the exact sizes, locations, dimensions, elevations, etc. These plans shall be kept and maintained in a neat, clean and legible condition and shall be available for inspection at all times by the Engineer. The Contractor shall deliver these completed plans to the Engineer and the Engineer shall approve these plans prior to final Acceptance of the project by the City.

3.03. CONSTRUCTION STAKING AND SURVEYS

The City will provide one set of construction stakes and benchmarks as it deems necessary to establish lines and grades required for the completion of the site work specified in the Contract. The Contractor shall notify the Engineer a minimum of seven (7) days in advance of the time work is to begin on any portion of the project that may require construction staking to be provided by the City. The Contractor shall make all other surveys necessary for the completion of the Work.

Alternatively, the Engineer may provide the Contractor with drawings showing benchmarks and reference points as it deems necessary to establish lines and grades required for the completion of the site work specified in the Contract Documents. The Contractor shall make or furnish all surveys and set all construction stakes necessary for the completion of the work.

Stakes and marks set by the City or Engineer shall be carefully preserved by the Contractor. The Contractor shall be charged for the cost of replacing or restoring the stakes and marks, which are destroyed or damaged by Contractor's operation. This charge will be deducted from any monies due or to become due to the Contractor under the Contract.

3.04. PERMITS AND REGULATIONS

Permits and licenses, of a temporary nature, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as shown on the plans and described in the Specifications. Contractor shall promptly notify the Engineer in writing of any specification at variance therewith. In such instances, any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Engineer, Contractor shall bear all costs arising therefrom.

3.05. CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. The Engineer's decision as to any allowable deviations therefrom shall be final and conclusive.

3.06. COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS

(a) Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and Plans, reference shall be made to the Engineer, whose decision thereon shall be final and conclusive.

(b) Any reference made in the Specifications and Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the specification, standard, method, or publication in effect as of the date that the Work is advertised for Bids.

3.07. SUBCONTRACTORS

(a) The attention of the Contractor is directed to the provisions of California Public Contract Code sections 4100-4113 regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

(b) Each subcontract shall contain a suitable provision for the suspension or termination thereof should the Work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. The Contractor shall be fully responsible to the City for the acts or omissions of the Contractor's Subcontractors and of the persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City. If a legal action, including arbitration and litigation, against the City is initiated by a Subcontractor or Supplier, the Contractor shall reimburse the City for the amount of legal, engineering and all other expenses incurred by the City in defending itself in said action.

(c) The City and the Engineer reserve the right to approve all Subcontractors.

Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of Subcontractors which is submitted with the Contractor's proposal will be deemed to be acceptable. Contractor shall not, without the written consent of the City, subcontract the whole of the Work.

3.08. COOPERATION OF CONTRACTORS

(a) Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

(b) When two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

3.09. SUPERINTENDENCE

(a) The Contractor shall designate in writing, before starting work, an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the Site of the Work at all times while work is actually in progress on the Contract. When the Work is not in progress and during periods when the Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work, which may be required.

(b) The Contractor is solely responsible, at all times, for the superintendence of the Work and for its safety and progress.

(c) Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

(d) Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

3.10. INSPECTION OF WORK

(a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Engineer. The Engineer will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Engineer shall not be required to make comprehensive or continuous inspections to check the quality of the Work. The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Visits and observations made by the Engineer shall not relieve the Contractor of Contractor's obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

(b) Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Engineer and other agents of the City, and agents of the federal, state,

or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

(c) One or more inspectors may be assigned to observe the Work by the Engineer and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of the Contractor's obligation to conduct comprehensive inspections of the Work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.

(d) The Engineer and the Engineer's representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the City, of the time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.

(e) Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing, including the cost of City-furnished materials used in the Work, shall be borne by the Contractor, regardless of whether or not the Work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Engineer and, if so ordered, the Work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the City will pay the cost of re-examination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor can show that the defect in the Work was caused by another Contractor, and in that event the City will pay such costs.

(f) The inspection of the Work shall not relieve the Contractor of the Contractor's obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work or any part thereof shall be found defective, the Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Engineer. If the Contractor fails to make ordered repairs of defective work or to remove the condemned materials from the Work within ten (10) calendar days after written direction by the Engineer, the City may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.

(g) The Contractor shall furnish promptly, without additional charge, all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(h) Where any part of the Work is being done under an encroachment permit or building permit, or is subject to federal, state, county or city codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the Work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws,

ordinances, rules, or regulations. If advance notice of the readiness of the Work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

(i) The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or the Engineer's authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The City assumes no obligation to inspect materials at the source of supply.

3.11. TESTS

The Contractor shall perform, at the Contractor's own expense, all tests specified or required by the Specifications. The Engineer may perform such tests as the Engineer deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. All tests by the Engineer will be performed in such a manner as will not unnecessarily delay the Work. The Contractor shall not be required to reimburse the City for tests performed by the City or Engineer. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

3.12. REMOVAL OF REJECTED AND UNAUTHORIZED WORK AND MATERIALS

(a) All work or materials, which have been rejected, shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation shall be allowed the Contractor for such removal, replacement, or remedial work.

(b) Any work done beyond the lines and grades shown on the plans or established by the Engineer or any Extra Work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

(c) Upon failure of the Contractor to comply with any order of the Engineer made under this section, the City may cause rejected or unauthorized work to be remedied, removed, or replaced, and may deduct the costs therefore from any monies due or to become due the Contractor.

3.13. DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, and such sum may be withheld by the City from Contractor's payment.

3.14. EQUIPMENT AND PLANTS

(a) Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project.

(b) Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the Work to completion within the time limit.

(c) The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants. Contractor shall, upon request of the Engineer, submit one or more lists identifying, by make, model number, Contractor's identification number and empty gross weight, each piece of operable equipment used for the Work. Contractor shall, upon request of the Engineer, submit documentation establishing that any measuring device used for the Work has been tested and properly approved under California Test 109.

(d) In the case of termination of this Contract before its completion for any cause whatsoever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City. If the Contractor fails to do so, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

3.15. CHARACTER OF WORKER

If any Subcontractor, or person employed by the Contractor or any Subcontractor fails or refuses to carry out the directions of the Engineer or appears to the Engineer to be incompetent or to act in a disorderly or improper manner, said person shall be removed from the Project immediately on the requisition of the Engineer. That person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against the City, or any of its officers or agents.

3.16. SEPARATE CONTRACTS

(a) The City reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate Contractor's work with the other Contractor's work.

(b) If any part of the Contractor's work depends on proper execution or results upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an Acceptance of the other Contractor's work as fit and proper for the reception of the Contractor's work, except as to defects which may develop in the other Contractor's work after the execution of the Contractor's work.

(c) To insure the proper execution of Contractor's subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

3.17. ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the City, nor shall the Contractor assign any monies due, or to become due to the Contractor hereafter without the prior written consent of the City.

3.18. USE OF COMPLETED PORTIONS, RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES

(a) The City may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by City labor or other contracts, and for other purpose in connection with the installation of facilities. In doing so, the City shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the City.

(b) If, prior to completion and final Acceptance of all the Work, the City takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the City is in possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the City shall not relieve the Contractor from any provisions of this Contract regarding such structure, other than to the extent specified in the preceding sentence, nor shall such taking constitute a final Acceptance of such structure or facility.

(c) If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the City shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the City.

3.19. LANDS FOR WORK, RIGHT-OF-WAY CONSTRUCTION ROADS

(a) The City will provide the lands, easements, right-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the Work. Other permits and licenses are addressed by Section 3.04. Should the Contractor find it advantageous to use any additional land for any purpose whatever, the Contractor shall provide for the use of such land at its expense. The Engineer shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer shall decide which Contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner, and the decision of the Engineer shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineer to the Contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be the basis of any claim for delay or damage.

(b) Lands, easements or rights-of-way to be furnished by the City for construction operations will be specifically shown on the Plans.

(c) The Contractor shall construct and maintain all roads necessary to reach the various parts of the Work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

3.20. CITY'S RIGHT TO AUDIT AND PRESERVATION OF RECORDS

(a) The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The City and its authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:

(1) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;

(2) In the event of a disagreement between the Contractor and the City over the amount due the Contractor under the terms of the Contract;

(3) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, backcharges, or others, as may be provided for in this Contract;

(4) If it becomes necessary to determine the City's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the City;

(5) To determine any difference in cost occasioned by a permissible substitution;

(6) And/or for any other reason in the City's sole judgment.

(b) Contractor shall provide the City (or its representatives), unlimited, reasonable access during working hours to the Contractor's books and records. The City's audit rights shall be liberally construed in the City's favor.

(c) The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the City for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the City), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.

(d) The City will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the City's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the City and are part of the City's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the City that it accepts as correct the billings, invoices or other charges on which the payments are based. If the City's audit produces a claim against the Contractor, the City may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.

(e) If any audit by the City or its representative discloses an underpayment by the City pursuant to the terms of the Contract Documents, the City shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the City for the amount of the

overpayment. The City's right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the City's audit or upon the termination of audit rights under subparagraph 3.20(f), whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

(f) The City's right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it and it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the City's rights hereunder, Contractor shall be liable to the City for all costs, expenses and attorney's fees which the City may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise would have been available to the City from said persons under this clause. Such audit may be conducted by the City or its authorized representative.

SECTION 4 CONTROL OF MATERIALS

4.01. MATERIALS

(a) Unless otherwise specifically stated in the Specifications, the Contractor shall furnish all materials necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the Work in accordance with the Contract Documents. The Contractor shall, upon request of the Engineer, furnish satisfactory evidence as to the kind and quality of materials.

(b) Where materials are to be furnished by the City, the type, size, quantity and location at which they are available will be stated in the Contract Documents.

(c) Manufacturers' warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before Acceptance of the Contract.

4.02. STORAGE OF MATERIALS

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

4.03. TRADE NAMES AND ALTERNATIVES

Whenever a material, article, system or sub-system is specified or described by using the name and/or model of a proprietary product or trademark or the name of the manufacturer or vendor, the specified item shall establish the type, function, and quality required. It shall be understood that the words "or approved equivalent" are implied whether or not they follow the proprietary enumeration.

The City reserves the right to determine when proprietary items have no equivalency, and when uniformity of operations, interchangeability of parts, standard parts inventory, etc., are in the City's best interest.

Requests for review of equivalency will be considered upon submission of sufficient information as described herein, to allow complete review. Such requests shall not be accepted from anyone other than the Contractor. Such submission must be made prior to purchase, fabrication, manufacture or use of the equivalent items under consideration.

(a) Contractor's Risk. If the Contractor includes in its Bid or later proposes any material, product or equipment that the Contractor considers equivalent to that specified, the Contractor assumes all risk of any sort associated with Acceptance or rejection of proposed equivalent items. The Contractor shall have no right to make claim based upon Contractor's Bid that includes a proposed equivalent item(s) of work which resulted in a lower Bid amount for said item(s) or lower total bid.

(b) Submission Requirements. Each submission for equivalency review shall include:

(1) Justification for use of the proposed equivalent item(s), including evidence, as applicable, that Contract specified material, product or equipment is unobtainable or unobtainable within an acceptable time for contract completion;

(2) A description of the difference between specified item(s) and proposed equivalent item(s) and the comparative advantages and disadvantages of each;

(3) All relevant data addressing each specified parameter to show equivalency;

(4) A prediction of any effects the proposed change will have on operation and maintenance costs where applicable.

(c) Equivalency. An item will be considered equivalent to the item specified if it is equal to or better in:

(1) Design and strength in all sub-parts, quality, reliability and durability, operation, maintenance and serviceability, as applicable; and

(2) Specified parameters in performance in all respects for the specific function(s) indicated in the contract.

(d) Supplemental Requirements. Any tests required by the City to establish quality and performance standards shall be promptly conducted by or through the Contractor at no additional cost to the City. In addition, the Contractor shall:

(1) Submit any additional data requested by the Engineer for the equivalency review; and

(2) Satisfactorily accomplish all changes, including any Engineering associated with use of equivalent items, at no additional cost to the City.

(e) Equivalency Determinations. The Engineer shall be the sole judge as to equivalency determinations. The Engineer's decision shall be final. The Contractor shall have no right of appeal to any decision rejecting the equivalency of any item.

(f) Procedure.

(1) Data substantiating a request for a substitution of "an equal" item shall be submitted prior to the Award of the Contract pursuant to Section 3400 of the latest edition of the Public Contract Code.

(2) After the Bid opening, the apparent three low bidders shall have seven (7) calendar days to provide complete substantiating data for all product, material or system substitution requests. After this seven (7)-day period, the City may award the Contract to the apparent low bidder. In no event will product, material or system substitution requests submitted after the Award of Contract be considered. Failure to submit such substantiating data will result in the automatic rejection of the proposed substitution request. The City will have thirty (30) days to review the first ten (10) proposed substitution requests. For each additional five (5) product, material or system substitution requests over and above the initial ten (10), the City will have ten (10) additional days to review the proposed substitution requests.

(3) Each substitution request may include one alternate substitution. All alternate substitutions shall be submitted concurrently with substitution requests. Upon review by the City, proposed substitutions shall be returned to the Bidder marked either “accepted” or “rejected”. The City shall only review alternative substitution requests if the primary substitution request is rejected. If a substitution request, and its alternative, is returned “rejected”, no further substitution requests for that product, material or system will be allowed and the Bidder will provide the specified product, material or system.

(4) If, after all substitution requests have been processed, substitution requests by the apparent low Bidder are rejected by the City, the apparent low Bidder may elect not to execute the Contract. Under no circumstances, will bidders be allowed to alter their Bid Price as originally submitted. This election shall be made in writing no later than five (5) days following the receipt of the reviewed substitution requests. An election by the Bidder not to execute the Contract will result in the forfeiture of the bidder’s Bid bond. If the apparent low Bidder elects not to continue, and the second low Bidder is awarded the Contract, the second low Bidder may then elect not to execute the Contract for the contract price shown on its Bid Form. Subsequent bidders shall have five (5) days following the receipt of the reviewed substitution requests and the Notice of Award in which to make their election. This process shall continue until one Bidder decides to continue with the Award of Contract process.

(5) The City may award the Contract at any time after the time for submitting substitution requests expires pursuant to subpart (2), above. In the event the Contract is awarded prior to acceptance/rejection of substitution requests, all outstanding substitution requests shall be reviewed by the City as provided above. If the apparent low Bidder elects not to execute the Contract, the Award of Contract to the apparent low Bidder shall be rescinded and the Contract awarded to the next apparent low bidder. All bidders electing not to execute the Contract expressly agree that the City shall incur no liability for such rescissions. As provided herein, “apparent low bidder” means the lowest responsive and responsible bidder.

4.04. CERTIFICATES OF COMPLIANCE

(a) A Certificate of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

(b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

(c) The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

(d) The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5.01. COMPLIANCE WITH LAWS – PERMITS, REGULATIONS, TAXES

The Contractor is an independent Contractor and shall, at the Contractor's sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work, obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. The Contractor shall also pay all property tax assessments on materials or equipment used until Acceptance by the City. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall also protect, defend and indemnify the City, the Engineer, and all of the City's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor or its employees. Particular attention is called to the following:

(a) Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

(b) The Contractor, upon request shall furnish evidence satisfactory to the City and Engineer that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that Contractor has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable the Contractor to perform this Contract.

(c) Contractor is required to insure that material safety data sheets (MSDSs) for any material requiring a material safety data sheet pursuant to any federal or state law are available in a readily accessible place on the Project premises. Contractor is also required to insure:

(1) The proper labeling of any substance brought onto the Project premise by Contractor or any Subcontractors and

(2) That the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.

(d) Contractor is required to comply with the provisions of California Health and Safety Code section 25249.5, *et seq.* (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.

5.02. PREVAILING WAGE

(a) The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any Subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775 which is incorporated herein by reference. Copies of the current schedules for prevailing wages are on file in the City's office, and the contents of those schedules are included herein as if set forth in full.

(b) The City will not recognize any claims for additional compensation because of the payment of the wages set forth in these General Conditions. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances, other than delays caused by the City, the Engineer, or the City's agents, be considered as the basis of a claim against the City.

(c) The Contractor agrees to follow the instructions of the City's labor compliance officer until notified otherwise in writing by the City.

(d) The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. Copies of the applicable prevailing wage rate determinations are made available to the Contractor and Subcontractor at the Pre-Job Conference Meeting. The Contractor shall post a copy of this document at the prevailing wages at each job site, along with a CMU work place poster, printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, section 16451(d).

5.03. PREVAILING WAGE RECORDS

(a) The Work is subject to monitoring and enforcement of prevailing wage requirements by the Department of Industrial Relations ("DIR") and the following provisions will apply:

(1) Contractor and Subcontractors shall maintain and furnish to the DIR, a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports in PDF form shall be transmitted electronically to the DIR after first registering at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>. The provisions of Labor Code section 1776 are incorporated herein by reference.

(2) The CITY and the DIR shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The DIR will notify the Contractor or Subcontractor(s), as appropriate) of any noncompliance, in order for all such Contractor or Subcontractor(s) to correct the noncompliance.

(3) The City shall withhold payments when payroll records are delinquent or inadequate.

(4) The City shall withhold payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

(5) The City shall cooperate with the DIR and DLSE in any investigation of suspected violations of prevailing wage requirements.

(6) As directed by the Labor Commissioner, the City shall withhold Contract payments equal to the payments due or estimated to be due to the Contractor or Subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such Contractor or Subcontractors. The Contractor shall be required to withhold payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured such delinquency or deficiency.

(7) These payroll records shall be made available to the City's representatives. These records shall be maintained during the course of the Work. The Contractor and all Subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

(8) The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all Subcontractors and any lower tier Subcontractors.

(9) The Project will not be accepted as complete by the City nor final payment made until all items of non-compliance are corrected or until appropriate provision is made by depository agreement to assure the ultimate resolution and payment of any back wages that may be found due.

(b) A pre-construction conference shall be conducted before commencement of the Work with the Contractor and Subcontractors at which time the prevailing wage requirements will be reviewed and agreed to by all parties.

5.04. LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows: "A Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

5.05. EIGHT-HOUR DAY LIMITATION

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of said Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code section 1815, a worker may perform work

in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Work. This record shall be open at all reasonable hours to the inspection of the City, State and Federal officers and agents. It is hereby further agreed that, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25.00) for each worker employed in the performance of this Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5.06. COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said section pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of the Work shall take such actions as necessary to comply with the provisions of Section 1777.5.

5.07. UNDERGROUND UTILITIES

(a) In accordance with Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities which are not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work, provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities. Contractor shall not be assessed liquidated damages for delays in completing the Work when such delays are due to the failure of either the City or the owner of the utility to provide for removal or relocation of such utility facilities.

(b) The Contractor shall take all precautions necessary to protect the existing utilities within the project area. Any utilities damaged due to the Contractor's negligence shall be repaired or restored to their original condition at the Contractor's sole expense. Existing utilities shall be kept in service during the life of the Contract unless relocation, reconstruction, abandonment, or outage is specifically authorized by the Engineer.

(c) The Contractor shall provide and maintain such temporary supports as may be necessary to preserve the functions of the various utility systems. No wires, conduits and/or pipes shall be removed until all services therein have been made inoperable.

(d) The Contractor shall notify the Engineer and appropriate Regional Notification Center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing excavation or other work close to any underground pipeline, conduit, duct, wire and other structures. The Contractor shall provide updated information to the Notification Center as required and on a periodic basis. The Regional Notification Center includes but is not limited to the Underground Service Alert-Northern California (USA) at 1-800-642-2444.

(e) The Contractor is advised that the State of California does not participate in USA. The Contractor is required to notify Caltrans Permits Branch (916) 322-1297 for the location of State facilities.

(f) The Contractor shall not proceed with work until utility facilities involved have been located, disconnected, or otherwise adjusted by utility representatives.

(g) The City Utility Maintenance Division will make repairs to all water service laterals and water mains damaged by the Contractor during the course of construction unless directed otherwise by the Engineer. Except as otherwise provided in this section, the Contractor shall be required to pay all labor, material and equipment costs incurred by the City Utilities Maintenance Division for the repairs made to damaged water service laterals and water mains. The City will bill the Contractor for the repairs and the bills will be paid by the Contractor prior to either the next monthly progress payment or prior to the final payment, whichever comes first. The Contractor shall provide to the Engineer proof of payment of the repair bills prior to the issuance of either the monthly progress payment or final payment. The current labor and equipment rates for the City Utility Maintenance Division will be made available to the Contractor at the preconstruction conference. The City shall have the right to deduct the total amount of any unpaid City repair bill from the money due or to become due the Contractor.

5.08. WATER POLLUTION

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule Contractor's operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with Section 5650 of the California Fish and Game Code and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

5.09. PAYMENT OF TAXES

The Contract prices paid for the Work shall include full compensation for all taxes, which the Contractor is required to pay, whether imposed by federal, state, or local governments.

5.10. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall, at a minimum, possess and maintain the licenses and permits set forth in the Contract Provisions.

5.11. PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the Work, and agrees to indemnify, defend and save harmless the City, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

5.12. PUBLIC CONVENIENCE

This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.

(a) The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be properly prosecuted with due regard to the rights of the public.

(b) Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. In order to expedite the passage of public traffic through or around the work, the Contractor shall install as appropriate signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flagpersons, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.

(c) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.

(d) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

(e) Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

(f) Water shall be supplied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the Contract Documents. Any water obtained from a fire hydrant within the City of West Sacramento shall be subject to a fire hydrant permit issued by the Engineering Division of the City of West Sacramento.

(g) Flagpersons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.

(h) All traffic control shall be in accordance with California Manual on Uniform Traffic Control Devices (California MUTCD), Part 6 and this Section 5.12.

(1) Traffic Control Plans. Traffic Control Plans shall be developed for the project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, and workers during construction. The Traffic Control Plans shall include, but not be limited to, signing, pavement markings, construction scheduling, permanent barricades, methods and devices for delineation and channelization, placement and maintenance of devices, roadway lighting, traffic regulations, surveillance and inspection. The Traffic Control Plans shall be approved by the Engineer a minimum of two (2) working days prior

to start of any work. Non-compliance with any stipulation of this section will be justification for the City to stop work.

(2) **Traffic Control Devices and Procedures.** Traffic control devices and procedures shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), Part 6 and this Section 5.12. Non-compliance with any stipulation of this section will be justification for the City to stop work.

(3) **Elimination of On-Street Parking.** The Contractor shall place notification for the elimination of on-street parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of work. The notification shall include the Contractor's phone number, the City of West Sacramento Community Development Department phone number (916) 617-4645, and the phrase "VEHICLES WILL BE TOWED PURSUANT TO CVC SECTION 22651 (L)". This notice shall be affixed to a Type II barricade that is placed in the lane of the road (max. 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer. Non-compliance with any stipulation of this section will be justification for the City to stop work.

(4) **Lane Closures.** All lane closures shall be included in the Traffic Control Plans, and shall both conform to Section 5.12(h)(2) above, and be approved by the Engineer. Total road closures will not be allowed for the Project.

(5) **Measurement and Payment.** Unless specifically shown as an item of work on the proposal form, all traffic control shall be considered included in other items of work and no additional compensation will be made for labor, materials or equipment needed.

5.13. CONTINUOUS OPERABILITY OF FACILITIES

Absent written permission by the Engineer, the continuous operation of all existing facilities is required and shall in no way be affected by the Work.

5.14. SAFETY

(a) General

(1) The Contractor shall be solely and completely responsible for the conditions of the job Site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.

(2) The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Engineer or the City responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

(3) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.

(4) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.

(5) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

(6) The Contractor shall submit a safety plan and/or narrative description to the Engineer prior to commencement of the Work. This safety plan and/or narrative description shall describe all first aid, safety clothing, etc. to be used at the Project Site.

(b) Shoring and Trench Safety Plan

(1) Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.

(2) In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) days before beginning excavation for any trench or trenches five feet or more in depth required under this Contract, the Contractor shall furnish to the Engineer Working Drawings of its trench safety plan. The trench safety plan Working Drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by the Contractor or its Subcontractors.

5.15. BLASTING

Except for exceptional circumstances, blasting shall be prohibited. Accordingly, Bids should be prepared on the basis that no blasting will be permitted. Should blasting be required and expressly approved by the City, the City will issue a Change Order for blasting work.

5.16. INTOXICATING LIQUORS AND NARCOTICS

The Contractor shall not sell, permit or suffer the introduction or use of intoxicating liquors or narcotics upon or about the Site.

5.17. PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the City's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.

(b) The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury to any pipes, conduits or other structures crossing the trenching or encountered in the Work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Engineer. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, Contractor must comply with the laws and regulations of the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

(c) The Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition at least equal to what existed prior to the Contractor's entry onto the job.

(d) Type and time of construction required at any road subject to interference by the work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way obtained by the City at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flagpersons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed.

(e) The Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, Contractor shall properly strengthen such structures where necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

5.18. RESPONSIBILITY FOR REPAIR OF FACILITIES

All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Contractor to match facilities existing prior to

construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after Acceptance of such required facilities.

5.19. CITY'S REPAIR

In the event the Contractor refuses or neglects to make good any loss or damage for which it is responsible under this Contract, the City may itself or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from claims for payment made by the Contractor for work completed or remaining to be completed.

5.20. ANTITRUST CLAIM ASSIGNMENT

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all Subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

5.21. WAIVER OF RIGHT TO RESCIND FOR MATERIAL BREACH

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

5.22. CONTRACTOR'S LICENSE NOTICE

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO:

REGISTRAR CONTRACTORS' STATE LICENSE BOARD
9821 BUSINESS PARK DRIVE
SACRAMENTO, CALIFORNIA 95827

MAILING ADDRESS:
P.O. BOX 26000
SACRAMENTO, CALIFORNIA 95826

5.23. HISTORICAL, SCIENTIFIC AND ARCHEOLOGICAL DISCOVERIES

All articles of historical or scientific value, including but not limited to coins, fossils, and articles of antiquity which may be uncovered by the Contractor during the progress of work,

shall become City property. Such findings shall be reported immediately to the Engineer who will determine the method of removal, where necessary, and the final disposition thereof.

5.24. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Neither the Contractor nor any Subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A. M. Best's rating of no less than A-VII.

(b) Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.

(c) Prior to execution of the Contract, the Contractor shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided or approved by the City. The City may require the Contractor or any Subcontractor to furnish complete certified copies of all insurance policies affecting the coverage required by the Contract.

(d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the City at least sixty (60) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

(e) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the City and the Engineer.

(f) The requirements as to the types, limits, and the City's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

(g) In addition to any other remedy the City may have, if the Contractor or any of the Subcontractors fails to maintain the insurance coverage as required in this section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

(h) The Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by the Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any Subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this contract.

(1) Workers' Compensation and Employer's Liability Insurance

(i) Workers' Compensation

The Contractor and all Subcontractors shall maintain insurance to protect the Contractor or Subcontractor from all claims under Workers' Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Workers' Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents.

(ii) Claims Against City

If an injury occurs to any employee of the Contractor or any of the Subcontractors for which the employee or its dependents, in the event of its death, may be entitled to compensation from the City under the provisions of the said Acts, or for which compensation is claimed from the City, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due, the Contractor.

(2) Commercial General and Automobile Liability Insurance

The Contractor shall maintain in effect at all times during the performance of the work hereunder not less than the following coverage's and limits of Commercial General and Automobile Liability insurance:

(i) Form and Amount

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses. The commercial general and automobile liability insurance coverage shall also include the following:

(ii) Additional Requirements

Provision or endorsement naming the City, the Engineer and its consultants, and each of their officers, employees, and agents, each as additional insured's with respect to any potential liability arising out of the performance of any work under the Contract, and providing that such insurance is primary insurance as respects the interest of the City and Engineer, and its consultants, and each of their officers, employees, and agents and that any other insurance, risk pool membership, or other liability protection maintained by the City or maintained by the Engineer is excess to the insurance required hereunder, and will not be

called upon to contribute to any loss unless and until all limits available under the Contractor 's and Subcontractor's insurance policy/policies have been paid. The additional insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(iii) "Cross Liability" or "Severability of Interest" clause.

(iv) Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability, and Completed Operations coverage's, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.

(v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, that set forth in Section 4.02, Indemnity and Litigation Costs.

(vi) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

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

(3) Builder's Risk or Installation Floater "All-Risk" Insurance. Before commencement of the Work, the Contractor shall submit written evidence that it has obtained for the period of the Contract, Builder's Risk "All-Risk" Completed Value Insurance and/or Inland Marine "All-Risk" Installation Floater Insurance, as may be applicable, upon the entire project which is the subject of this Contract, including completed work and work in progress. The policy or policies of insurance shall name the Contractor, City, and Engineer as insured's as their respective interests may appear, and shall include an insurer's waiver of subrogation rights in favor of each. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the City, except that the deductible on earthquake coverage may be in accordance with the underwriter's requirements.

5.25. INDEMNITY AND LITIGATION COST

(a) Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the City, the Engineer and its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's, or its Subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in claim or

liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City. The Contractor's obligations under this Section shall apply to claims arising from the Contractor's mistake, error, or neglect in preparing its Bid for this project. The Contractor's obligations under this Section shall apply to claims arising from the Contractor's mistake, error, or neglect in preparing its Bid for this project.

(b) In any and all claims against the City, the Engineer and each of their consultants, officers, employees and agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

5.26. PROTECTION OF WORK

(a) The Contractor shall be responsible for the care of all the Work until its completion and final acceptance. The Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work or the same may be done at the Contractor's expense by the City and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall not be responsible for the cost, in excess of 5% of the contracted amount, of repairing or restoring damage to the Work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal wave's; provided that the Work damaged was built in accordance with accepted and applicable building standards, and the plans and specifications of the City.

(b) Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of their fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain workroom, the Contractor shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be home by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

(c) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Engineer.

(d) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.

(e) The Contractor shall see that the Site is kept drained and free of all ground water and any other water, which may impede the progress or execution of the Work.

(f) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

(g) In an emergency affecting the safety of life, the Work, or adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and the Contractor shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified in Section 2.07. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified in Section 2.07.

(h) Except as provided by Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the City, the City will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of Sections 2.06 and 2.07, if so directed by the Engineer. In such situations the Contractor shall not be responsible for delay in completion of the project caused by the failure of the City or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the City in the Contract Documents, the Contractor shall immediately notify the Engineer in writing.

(i) Subject to the provisions of this section, where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

5.27. ACCIDENTS

(a) The Contractor shall provide and maintain, in accordance with Labor Code section 6708 and OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the Work.

(b) The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with, the performance of the Work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the City and the Engineer.

(c) If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

5.28. NO PERSONAL LIABILITY

Neither the City, the Engineer, nor any of their other officers, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

SECTION 6

PROGRESS AND COMPLETION OF WORK

6.01. PROGRESS SCHEDULE

The Contractor shall submit within ten (10) days after execution of the Contract a detailed work schedule(s) which shall detail the actions of the Contractor and Subcontractors working at the Site. This schedule(s) shall both show the dates at which the Contractor will start and complete and conform to the completion time specified in the Contract. The controlling operation, defined as the least float path, if any, shall be identified.

The Contractor shall review, revise and resubmit the progress schedule at least once a month to reflect progress. In any event, Contractor shall submit, at any time during the contract period, a current schedule to the Engineer at the Engineer's request.

No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the Contractor if the project falls ten (10) working days behind schedule.

If the Work falls behind the accepted schedule, the Contractor shall promptly take whatever actions are necessary to put the project back on schedule. For delays or portions of delays for which the Contractor is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the project on schedule.

6.02. COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION

(a) Commencement

The Contractor shall begin the Work after receiving a Notice to Proceed within the period of time set forth in the Contract Provisions. Thereafter, Contractor shall diligently prosecute the Work to completion as specified in the Contract Documents. The Engineer shall have the right to specify the locations where Contractor shall start and proceed with the Work.

A preconstruction conference will be convened after the Contractor has delivered the necessary bonds, insurance certificates and signed agreement in proper form as required in the invitation to bid, Bid proposal and general conditions of these specifications. Prior to any work, the Contractor shall provide the Engineer with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the preconstruction conference.

Notwithstanding any other provisions of the Contract, the City shall not be obligated to accept or pay for any work furnished by the Contractor prior to the issuance of the Notice to Proceed whether or not the City has knowledge of the furnishing of such work. The Contractor shall not commence with work on this project until its Contract bonds and evidence of insurance comply with all Contract requirements and a Notice to Proceed has been issued.

The Contractor shall notify the Engineer in writing two (2) working days (48 hours) prior to commencement of work on the Project or scheduling work for a Saturday, Sunday, or City Holiday. Failure to provide said notification will void the City's obligation to provide inspection. Any work done in the absence of the City's Inspector shall be subject to rejection.

(b) Completion

All work under this Contract shall be completed within the period of time set forth in the Contract Provisions. The Contract shall be deemed completed when the Engineer has certified the completion of the Project as provided in Section 9.07 of these General Conditions.

6.03. SUSPENSION OF WORK

(a) The Engineer may at any time, by notice in writing to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the project by the Contractor, its Subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.

(b) The City may at any time suspend any part or all of the Work upon ten (10) days written notice to the Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the Engineer. Work shall be resumed by the Contractor after such suspension on written notice from the City.

(c) In the event of any suspension of the Work in whole or in part under subsection (B) above, the Contractor shall be entitled to an extension of time wherein to complete the Work to the extent of the delay caused to the Contractor thereby.

(d) In the event the entire work shall be suspended by order of the City, as herein above provided, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of the Contractor, and notice to resume the Work shall not have been served on the Contractor as herein above provided, Contractor may, at its option, by written notice to the City, terminate the Contract in the same manner as if the termination had been initiated by the City, and the City shall have no claim for damages because of such termination of the Contract.

6.04. DELAY IN THE WORK – TIME EXTENSIONS

The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work thereof within the time limits fixed therein. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, the City may exercise the termination provisions set forth in Section 6.05, below.

(a) Excusable Delays. Excusable delays shall be delays in the controlling operation of the Contractor's work due to strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, or any other act(s) of God beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay. Except as provided in Section 6.04(f), below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as the City may decide. The Contractor's right to an extension of time for an excusable delay is expressly subject to Contractor's giving written notice of such claim within ten (10) days following the date the Contractor knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. It is

understood and agreed that extensions of time shall be the Contractor's sole and exclusive remedy for excusable delays.

(b) Compensable delays. Compensable delays shall be delays in the controlling operating of the Contractor's work due to acts or neglect of the City, its employees or those under it by contract or otherwise, or by changes ordered in the work. In the event of a compensable delay, the time of completion shall be extended for such reasonable time as the City may decide. In addition, the Contractor may recover its direct costs as provided in Section 6.05. The Contractor's remedies for compensable delays are expressly subject to Contractor's giving ten (10) days written notice of such claim from the date the Contractor knew or should have known of the delay. It is understood and agreed that the Contractor's sole and exclusive remedies for compensable delays shall be an extension of the time and recovery of its direct costs as compensable hereunder, but only in accordance with the provisions of the Contract Documents.

(c) Contractor and City understand and agree that the Contract time for the completion of this project is a very important part of the contract. Extensions of time will only be granted as provided above when events actually cause the Contractor to be delayed in the performance of that schedule activity which is the controlling operation as of the time of the delay. When acts or omissions occur which could cause delay, Contractor will take all reasonable means in order to be able to continue to work as scheduled without any delay, or as short a delay as possible. Additionally, if inclement weather causes accumulation of standing water on the work site or other conditions which might cause delay, Contractor shall take all measures reasonably necessary to permit work to continue as quickly as possible.

(d) If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by date substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Adverse weather conditions shall be considered only as those conditions that exceed the average annual number of rain days and rain quantities as established by the Annual Local Climatological Summary and NOAA National Technical Memorandum NWS WR-65 (Revised) as published by the United States Government, National Weather Service, National Climate Center, Asheville, North Carolina.

(e) The Engineer shall be responsible for determining when adverse weather conditions result in non-workable days. It shall be the Contractor's duty to stay informed of such determinations by the Engineer. The Contractor may object to such adverse weather determinations by filing with the Engineer a written notice of objection. The notice of objection shall state the basis of the objection and provide supporting documentation, which substantiates that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. All such notices of objection shall be filed within three (3) days of the day in dispute. It is hereby agreed that the Contractor's failure to submit a written notice of objection within three (3) days of the Engineer's adverse weather determination shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

(f) The Engineer will, within a reasonable period of time, issue a ruling on the Contractor's notice of objection. All such rulings by the Engineer shall be final, unless the Contractor files a written protest within fifteen (15) days of the Engineer's ruling. This protest shall clearly state the basis of the dispute. Such protest will be forwarded promptly to the City, which will issue a decision on each such protest. The City decision will be final. Pending the City decision, the Contractor shall proceed with its work in accordance with the Engineer's ruling

and/or instructions. It is hereby agreed that the Contractor's failure to file a protest within fifteen days (15) of the Engineer's ruling shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

(g) The number of days that are anticipated to be non-workable due to adverse weather conditions shall be as set forth in Section 4.0 of the Special Conditions. Days deemed non-workable by the Engineer in excess of such anticipated number shall be considered excusable delays.

(h) Unexcused delays shall be delays in the Contractor's work due to acts or neglect of the Contractor, its employees, Subcontractors or those under it by contract or otherwise. In the event of an unexcused delay, the Contractor expressly agrees that it shall not be entitled to either an extension of time or recovery of its costs.

(i) A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the City for additional compensation or damages unless caused by the City or another Contractor employed by the City.

6.05. DAMAGES FOR DELAY

In the event of compensable delay, the City shall only be liable for idle equipment, idle workers and the necessary costs of transporting equipment. The City shall be liable to the extent that the compensable delay is concurrent with excusable delays or Contractor caused delays to the controlling operation. The allowable costs shall be as for force account work under Section 2.04 with the following exceptions:

(a) The Delay Factor in the Labor Surcharge and Equipment Rental Rules applies to each equipment rental rate;

(b) The daily number of payable hours shall equal the normal working hours during the delay, not to exceed eight (8) hours per day; and

(c) No markups will be added.

6.06. TERMINATION FOR CONVENIENCE

If at any time before completion of the Work, the City determines that it is either impossible or against the interests of the City to complete the Work, or if the Work is stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the City may, upon ten (10) days written notice to the Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the Work in such manner, sequence, and at such times as described below. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor any other actually performed up to the time of discontinuance, including any Extra Work ordered by the Engineer to be done, nor for any claim for liquidated damages.

Termination of the Contract for convenience and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice signed by the Engineer, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

(1) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

(2) Perform Work the Engineer deems necessary to secure the project for termination.

(3) Remove equipment from the site of the Work.

(4) Take such action as is necessary to protect materials from damage.

(5) Notify all Subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

(6) Provide the Engineer with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.

(7) Dispose of material not yet used in the Work as directed by the Engineer.

It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including material for which partial payment has been made and with bills of sale or other documents of title for such materials.

(8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

(10) Take such other actions as the Engineer may direct.

(b) Termination of the Contract shall not relieve the Contractor of responsibility for damage to materials except as follows:

(1) The Contractor's responsibility for damage to materials for which partial payment has been made and for materials furnished by the City for use in the Work and unused shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

(2) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

(3) When the Engineer determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the Contract, and immediately upon and after such Acceptance by the Engineer, the Contractor will not be required to perform any further Work thereon and shall be relieved of his or her Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

(1) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven (7%) percent of Direct Costs of such Work.

(2) A reasonable allowance for profit on the cost of the Work performed as determined under Section 2.04(a) above, provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed four (4%) percent of said cost.

(3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Engineer.

(4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Subcontractors, necessary to determine compensation in accordance with this section shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Termination of the Work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled.

All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

(d) The provisions of this section shall be included in all subcontracts.

6.07. TERMINATION FOR DEFAULT

(a) In the event of any default by the Contractor as described below, the City may, after giving ten (10) days' written notice to the Contractor, terminate the Contractor's right to proceed with the Work or any part of the Work in the City's sole discretion. Events of default include:

(1) Failure or refusal to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or failure to complete said work within such time.

(2) Filing of bankruptcy by the Contractor, or the making of a general assignment for the benefit of its creditors, or appointment of a receiver on account of Contractor's insolvency without discharge of the receiver within ten (10) days after its appointment.

(3) Failure to make prompt payments to Subcontractors or suppliers.

(4) Persistent disregard of laws, ordinances, or the instructions of the Engineer, or other substantial violation of any provision of the Contract.

(b) In the event the right of the Contractor to proceed with the Work, or any portion thereof, has been terminated because of the default of the Contractor and the Contractor has been given ten (10) days' notice to cure such fault and has not done so, the City may take over the Work and prosecute the same to completion by contract or any other method the City deems expedient, and may take possession of and utilize in completing the Work such materials, appliances, equipment and plant as may be on the site of the Work and necessary therefore. In such event, the Contractor and its sureties shall be liable for all damages including costs of managerial and administrative services, engineering, legal and other consultant fees, and liquidated damages sustained or incurred by the City.

(c) Upon termination, the Contractor shall not be entitled to receive any further payment until the Work is finished. If upon completion of the Work the total cost to the City, including engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the Work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the City on account of termination of the Contract and subsequent completion of the Work by the City by whatever method the City may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the City for the full amount of such excess expense.

(d) The rights and remedies of the City provided in this section are in addition to any of the rights and remedies provided by the law or under this Contract.

6.08. FAILURE TO TIMELY COMPLETE THE WORK – LIQUIDATED DAMAGES

(a) Liquidated Damages

(1) It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and/or Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the City as damages the amount set forth for each and every day's delay in finishing the Work in excess of the number of days specified. Liquidated damages shall be paid at a rate of one thousand dollars (\$1,000.00) per day unless otherwise stated in the Contract Documents. The parties expressly agree that the liquidated damage clause found in the Contract Documents

is reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

(2) In addition, the City shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the City of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

(b) Exclusions

Notwithstanding the provisions of Section 2.06(a), the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the City or the owner of the utility under Government Code section 4215.

6.09. CLEAN-UP

During the progress of the Work, the Contractor shall maintain the Site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. All waste materials shall be removed daily from the Site and disposed of by the Contractor by any proper means at its own expense unless designated otherwise on the plans. No waste materials shall be placed in the public street right-of-way. Unless otherwise specified, all existing piping, materials and/or equipment removed pursuant to this Contract shall become the Contractor's property.

Upon completion of the Work and before the final estimate is submitted, the Contractor shall, at its own cost and expense, remove from the vicinity of the Work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to the Contractor or used under the Contractor's direction during the construction, and in the event of the Contractor's failure to do so, the same may be removed by the City after ten (10) calendar days' notice to the Contractor. Such removal shall be at the expense of the Contractor.

The Contractor shall use care in the removal of materials and equipment so as not to cause damage to existing facilities and structures. Contractor shall assume liability for all such damage. Where the construction has crossed yards or driveways, restoration shall be by the Contractor to the complete satisfaction of the Engineer, at the Contractor's expense.

The Contractor shall make its own arrangements for the disposal of waste materials. If the Contractor elects to dispose of such materials on private property, Contractor shall obtain written permission from all property owners involved.

SECTION 7 MEASUREMENT AND PAYMENT

7.01. MEASUREMENT OF QUANTITIES

(a) Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and conclusive.

(b) All quantities of work computed under the Contract shall be based upon measurements by the Engineer according to United States Measurements and Weights.

(c) Methods of measurement are specified herein and in the Technical Specifications.

(d) Mobilization shall be measured and payment issued according to Section 11 of the State Standard Specifications.

7.02. SCOPE OF PAYMENT

(a) The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the City and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the Work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

(b) No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

(c) The Work includes the preparatory work and operations needed for mobilization and demobilization of the Project. The Work, however, does not include establishing the Engineer's field facility(s) of utility work and connections needed for these facilities.

7.03. PROGRESS ESTIMATE

For each calendar month of Contract work, the Engineer will prepare a progress estimate of all work performed under the Contract. Within the first ten (10) days of each succeeding calendar month, the Engineer will prepare in writing an estimate which in the Engineer's opinion is a fair approximation of the value of all work done under the Contract, including any amounts due the Contractor for Extra Work and Change Orders. In arriving at the value of the Work done, the Engineer will give consideration to the value of labor and materials which have been incorporated into the permanent work by the Contractor during the preceding

month. Consideration will not be given to preparatory work done or for materials or equipment on hand.

In order to assist the Engineer, the Contractor shall furnish the Engineer with copies of invoices for all such items delivered to the job site.

7.04. PROGRESS PAYMENTS

(a) The City will pay the Contractor ninety-five percent (95%) of the amount of each progress estimate within thirty (30) days after receipt of an undisputed and properly submitted progress estimate from the Contractor, unless the City has made a finding prebid pursuant to Public Contract Code section 7201(b)(4) justifying a larger retention. If the City fails to pay an undisputed progress estimate within the allotted thirty (30) days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (A) of section 685.010 of the Code of Civil Procedure. Five percent (5%) of the amount of each estimate shall be retained by the City until final completion and Acceptance of all work under the Contract.

(b) Upon receipt of a payment request, the City shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the progress estimate is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(c) The number of days available to the City to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the City exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (b).

(d) The Contractor may, in accordance with the provisions of Public Contracts Code section 22300, substitute securities for any monies which the City may withhold to insure performance under the Contract.

(e) When, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Engineer's judgment the total amount of the Work done since the last estimate amounts to less than one thousand dollars (\$1,000.00), no pay estimate will be prepared and no progress payment will be made.

(f) No progress estimate or payment shall be considered to be an approval or Acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment furnished will be conformed with actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.

(g) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment shall be evidence of the

performance of the Contract, either wholly or in part, and no payment shall construed to be an Acceptance of any defective or incomplete work or improper materials.

7.05. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime Contractor or Subcontractor shall pay any Subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This provision applies to both DBE and non-DBE Subcontractors.

7.06. LIENS AND STOP NOTICES

The Contractor agrees to keep the Work, the site of the Work and all monies held by the City free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice may be filed at any time during the progress of the Work or within the duration of this Contract, the City may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum sufficient in the opinion of the City to pay all obligations and expenses necessary to satisfy such lien or stop notice. The City may withhold such payment unless or until the Contractor, within ten days after demand therefor by the City, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor shall fail to furnish such satisfactory evidence within ten days of the demand therefor, the City may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs and damages suffered or incurred by the City from any sum payable to the Contractor under the Contract Documents, including but not limited to final payment and retained percentage. This section shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor.

7.07. FINAL ACCEPTANCE AND DATE OF COMPLETION

Whenever the Contractor shall deem all Work under this Contract to have been completed in accordance therewith, the Contractor shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with, to the satisfaction of the Engineer, the Engineer shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the Work, and will

file copies thereof with the City and the Contractor, and shall cause of Notice of Completion to be filed with the Yolo County Clerk-Recorder . The date of completion shall be the date of filing of the Notice of Completion. All guarantees, warranties, and securities securing said guarantees and warranties, shall commence on said date.

7.08. RIGHT TO WITHHOLD PAYMENTS

(a) In addition to all other rights and remedies of the City hereunder and by virtue of the law, the City may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the City from loss on account of:

- (1) Defective work not remedied, irrespective of when any such work be found to be defective;
- (2) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;
- (3) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to Subcontractors and/or suppliers;
- (4) A reasonable doubt that the Work can be completed for the balance then unearned;
- (5) A reasonable doubt that the Contractor will complete the Work within the agreed time limits;
- (6) Costs to the City resulting from failure of the Contractor to complete the Work within the proper time; or
- (7) Damage to work or property.

(b) Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the City will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the City against claims or liens of mechanics, material men, Subcontractors, etc., the City may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the City, indemnifying the City against any loss or expense, and upon Acceptance thereof by the City, the City shall release to the Contractor monies so withheld.

7.09. FINAL PAYMENT

Within ten (10) days after the date of completion, the City will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. Within sixty (60) days of completion defined in Public Contract Code section 7107, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications upon which partial Payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

7.10. FINAL RELEASE

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the City with a signed written release of all claims against the City arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially the form specified in California Civil Code section 8138.

**PART 3 SUPPLEMENTAL CONDITIONS
(SPECIAL PROVISIONS)**

SUPPLEMENTAL CONDITIONS (SPECIAL PROVISIONS)

Except as modified by these Supplemental Conditions, the work shall be performed in accordance with Part 3 General Conditions. The numbering of these Supplemental Conditions coincides to the numbering in the General Conditions. The existence of a section in these Supplemental Conditions means that a corresponding section in the General Conditions is modified in some respect. Under these contract documents, Supplemental Conditions and Special Provisions have the same meaning.

The following Supplemental Conditions , if any, shall be used in conjunction with the City of West Sacramento Standard Specifications current edition including Standard Details and all revisions, and the current State of California Department of Transportation (Caltrans) Standard Specifications, in that order.

The following provisions apply to use of or reference to the Caltrans Standard Specifications:

1. None of the "General Provisions" of the Caltrans Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents. The City's "General Conditions" shall govern.
2. If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications and a provision of these Contract Documents, the provision in the Contract Documents will govern.
3. Any reference to the "Engineer" in the Caltrans Standard Specifications is deemed to mean "City", "Owner" or "Architect/Engineer" or Owner's designated representative.
4. Any reference to the "State" in the Caltrans Standard Specifications is deemed to mean "City" or "Owner."

City Standard Specifications are available online at:

<http://cityofwestsacramento.org/city/depts/comdev/engineering/specs/default.asp>

Bound hardcopies may be purchased from City Hall at:

1110 West Capitol Avenue, 2nd Floor
West Sacramento, California 95691
or by calling (916) 617-4645 for purchase by mail.

State Standard Specifications are available online at:

<http://www.dot.ca.gov/hq/esc/oe/standards.php>

5. The Work is being let pursuant to emergency authorization and any reference in the contract documents to competitive bidding and related requirements should be disregarded.

PART 4 TECHNICAL SPECIFICATIONS

The work shall be performed in accordance with the latest edition of the City of West Sacramento Standard Specifications – Division IV: Standard Construction Specifications and Caltrans Standard Specifications 2015, except as modified by these Technical Specifications. Section numbering of these Technical Specifications does not conform to the City's Standard Specifications.

Contractor shall provide submittals (shop drawings) for all materials to be installed or used on the project.

[Technical Specifications]

PART 5 APPENDIX

**PART 6 CONTRACT DRAWINGS
(BOUND SEPARATELY)**

RESOLUTION 22-86**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
AMENDING THE CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET FOR THE CITY
HALL IT COOLING SYSTEM REPLACEMENT PROJECT (CIP 54023)**

WHEREAS, the City Council adopted the biennial Capital Improvement Program (CIP) budget for Fiscal Years 2021/22 and 2022/23 on June 16, 2021; and

WHEREAS, the City Hall I.T. Cooling System Replacement Project was approved appropriations of \$170,000 from the General Facilities Fund; and

WHEREAS, on March 25, 2022, the bid package was advertised in the local newspaper, routed to the Chamber of Commerce and made available to the public through OpenGov.com; and

WHEREAS, an additional appropriation is required to cover the bid differential of \$40,000 to include staff costs and contingencies due to market forces that have increased the cost of materials; and

WHEREAS, staff are requesting an additional \$40,000 appropriation from the General Facilities Fund to the City Hall I.T. Cooling System Replacement Project; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

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

1) The City Council hereby approves amendments to the CIP for the 2021-22 fiscal year as listed below.

SOURCES:

\$40,000	208-0000-3085	Gen Facilities Fund Balance
<u>\$40,000</u>	400-9900-4990/400-54023-4990	<i>Transfer In from Gen Fac</i>
\$40,000	TOTAL SOURCES	

USES:

\$40,000	400-9900-5530/400-54023-5800	City Hall IT Cooling Sys Proj
<u>\$40,000</u>	208-9325-5950	<i>Transfer out to CIP-54023</i>
\$40,000	TOTAL USES	

2) The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

3) This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 15th day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk

MEETING DATE: June 15, 2022

ITEM # 5

SUBJECT:



CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT 5 FOR PROFESSIONAL SERVICES WITH WOOD RODGERS, INC. FOR THE RIVERFRONT STREET EXTENSION AND 5TH STREET WIDENING PROJECT (CIP 15032)

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT PREPARED BY:

Christian Asuncion, Associate Civil Engineer
Capital Projects Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide the City Council with sufficient information to approve Amendment 5 of the professional services contract with Wood Rodgers, Inc. for design and engineering support services through the construction phase of the Riverfront Street Extension and 5th Street Widening Project (CIP 15032).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Approve Amendment 5 of the contract for professional services with Wood Rodgers, Inc. for design and engineering support services through the construction phase of the Riverfront Street Extension and 5th Street Widening Project (CIP 15032) in the amount of \$108,850.56; and
- 2) Authorize the City Manager or his designee to execute Amendment 5 with Wood Rodgers, Inc.; and
- 3) Authorize the City Manager to execute non-substantive changes or modifications, with approval from the City Attorney; and
- 4) Authorize the City Manager or his designee to execute amendments or change orders up to 10% of the contract (\$119,958.83).

BACKGROUND

The Bridge District Specific Plan, formerly the Triangle Plan, was adopted in 1993 and significantly updated in 2009. The intent of the Bridge District Specific Plan is to provide a framework for the development of a well-planned, waterfront orientated urban district for the City of West Sacramento. The Bridge District, located directly across the Sacramento River from downtown Sacramento, is bound by the Cemex Cement facility parcel on the south, US50/Business-80 to the west, Tower Bridge Gateway on the north, and the Sacramento River on the east.

The City adopted the Supplemental Environmental Impact Report (SEIR) for the Bridge District Specific Plan on November 18, 2009 (SCH# 2008072024) and prepared a Mitigation Monitoring and Reporting Program (“MMRP”) for the SEIR that provides detailed information on mitigation measures. The SEIR evaluated potential impacts of development of the Bridge District including 9.6 million square feet of residential and commercial projects, open space, and supporting infrastructure on approximately 180 acres of property adjacent to the Sacramento River riparian corridor.

On June 17, 2015, the City Council authorized staff to submit a grant application to the Sacramento Area Council of Governments (SACOG) for Riverfront Street. Staff requested a \$3.7 million Community Design grant to design and construct a 0.3-mile multi-modal street connection to extend Riverfront Street from Mill Street to 15th Street and 5th Street. The proposed project included a two-lane roadway, sidewalks, bike lanes, water, sewer, and storm drains. The plan was to design Riverfront Street for streetcar and engineer the roadway sections for streetcar turning movements to intersect with Tower Bridge Gateway to the north and 5th Street to the south. In 2016 SACOG awarded the City \$1,934,500 for the design and construction of the Riverfront Street Extension between Mill Street and 15th/5th Street.

In February 2017, the City awarded a professional services contract to Wood Rodgers, Inc. to prepare environmental documentation, engineering plans, specifications, estimates and provide right-of-way services for the Riverfront Street Extension in the amount of \$849,747.34. In November 2017, the City Council authorized modification of the Riverfront Extension project footprint due to budget concerns with the original scope after further structures demolition on CEMEX properties, uncertainty with Broadway Bridge Landing, and addition of 5th Street widening to the scope of work; thus relocating the bicycle pedestrian improvements to 5th Street. The

original scope extended Riverfront Street to the intersection of 15th and 5th Street but was reduced due to the cost and timing constraints. Subsequently, staff worked with SACOG to revise the project limits and secured additional Tier 2 funding of \$1,746,500 resulting in a total grant award of \$3,681,000.

As a result, the Project will extend Riverfront Street approximately 0.15 miles as a two-lane roadway with sidewalks, lighting, and landscaping, from its terminus just south of Mill Street, underneath the highway, and terminate at a cul-de-sac. The Project will also widen 5th Street between Mill Street and 15th Street, construct a Class IV bikeway and sidewalk, underground overhead utilities on the east side of 5th Street, and install new wet utilities, lighting, and landscaping. 5th Street will be restriped between Bridge Street and Mill Street to include a Class IV bikeway. Traffic signals at the 5th Street/Bridge Street intersection and at the 5th Street/South River Road/15th Street intersection will be modified to accommodate new pedestrian crossings and the Class IV bikeway. Mill Street will be signed and striped to be a Class III bikeway.

The consultant, Wood Rodgers, Inc., worked diligently with City staff to include design of 5th Street, re-design Universal Street, prepared cost benefit analysis of the retaining wall versus acquisition of slope easement and incorporated additional changes required by Caltrans into the project plans, specifications, and estimates. On November 27, 2019, the contract was revised by Amendment 1 to extend the term of the contract until December 30, 2020. Amendment 2 to the contract for the professional engineering services was made on January 27, 2020 to include additional environmental and geotechnical services as well as the supplemental drainage analysis. The compensation for these additional services was approved by the City Manager and paid out of the project contingency in the amount of \$84,975 as previously approved by the City Council.

Amendment 3 to the contract was made on January 20, 2021, to complete the project Plans, Specifications, & Estimates (PS&E) and provide a proper level of support during bidding and construction. The compensation for these additional services was approved by the City Council in the amount of \$156,015.37. Amendment 4 to the contract was made on February 22, 2022, to reallocate \$63,746.57 from Construction Staking to other tasks to complete PS&E, further provide bidding and construction support, and for Monument Right of Way to update the Temporary Construction Easement (TCE) and Permit to Enter & Construct (PTE&C). The contract term was also extended to December 31, 2023.

Pursuant to the Public Contract Code, the project was publicly advertised for construction on December 8, 2021. The bids were opened on January 6, 2022, in which staff determined Teichert Construction to be the lowest, responsive responsible bidder. On February 2, 2022, Council awarded the construction contract to Teichert Construction in the amount of \$7,488,888.

ANALYSIS

In 2021, Wood Rodgers, Inc. and its sub-consultants completed the PS&E, amended the Right of Way Certificate, and provided support during bidding and construction. Since then, additional tasks and services were identified for Wood Rodgers, Inc. to complete. These tasks are continued construction support, design and coordination with Fulcrum Properties for wet utilities connection, and curb cuts design for future parking lots. For Wood Rodgers, Inc. to complete these tasks, the original contract term needs to be extended, and the compensation revised to include the additional services identified in the proposal dated April 19, 2022, attached hereto as Attachment 1. The total compensation of the additional services is \$108,850.56, and the total compensation under the contract, as amended, will be \$1,199,588.27 per Attachment 2.

Environmental Considerations

The City examined potential environmental impacts associated with the Project. Pursuant to both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), all the required environmental research and analyses have been performed including environmental surveys, resource agency coordination, and public outreach. The City Council certified the CEQA environmental documents on November 6, 2019 with Resolution 19-97. Caltrans approved the NEPA Categorical Exclusion on January 16, 2020.

Commission Recommendations

Staff previously presented design elements to the Transportation, Mobility, & Infrastructure Commission and received positive input supportive of the Project. This item does not require further policy guidance from the Commission.

Strategic Plan Integration

The Project is consistent with the City of West Sacramento's Vision: "A Vibrant City where you can Live, Work, Learn and Play" by making infrastructure improvements for local and commercial uses as intended in the Bridge

District Specific Plan. The project also has bicycle and pedestrian elements and is consistent with the Mission to maintain Quality City Infrastructure and Facilities.

Alternatives

Staff recommends that the City Council:

- 1) Approve the recommended actions as stated above.
- 2) The City Council may choose to make adjustments to Contract Amendment 5.
- 3) The City Council could choose to decline the recommended actions.

Alternatives 2 and 3 are not recommended as this is a grant-funded project with a tight delivery schedule. Any changes or modifications to the scope of the Project or the documents required to move the Project forward will impact the funding and overall project schedule.

Coordination and Review

This report was prepared by the Capital Projects Department with coordination and review from the City Attorney and the Department of Finance.

Budget/Cost Impact

This project is included in the City's Capital Improvement Program (CIP) as approved by Council. There is sufficient project funding available, so no additional funds are required or being requested for this contract amendment.

ATTACHMENT

Attachment 1 - Consultant's cost proposal

Attachment 2 - Contract Amendment 5 for professional services with Wood Rodgers Inc.



April 19, 2022

Mr. Vin Cay
City of West Sacramento
1110 West Capital Avenue, 1st Floor
West Sacramento, CA 95691

Re: Riverfront Street Extension Project Amendment 5 – Request for Budget Augmentation

Mr. Cay,

Wood Rodgers, Inc. (Wood Rodgers) is requesting additional budget to continue providing construction support for the Riverfront Street Extension Project (Project). Recent right of way and utility support requested by the City of West Sacramento (City) was not anticipated in our original construction support budget, and as a result, we have exhausted our current construction support budget. Additionally, the City has requested the additional work listed below added to the scope of work, which will require additional budget to complete. The following work will be performed with the additional budget:

Construction Support

Wood Rodgers will continue providing construction support throughout the construction phase.

Fulcrum Properties Wet Utility Connections

Fulcrum Properties has requested that the City install a new water service and sewer line to serve the proposed development located on the east side of Fifth Street near the US 50 (US 50) crossing. The design effort will require an estimate of the maximum daily water demand, fire flow requirement and peak wastewater generation for the adjacent proposed development. Water and sewer demand/generation estimates will be developed from the proposed land use and the City of West Sacramento's water and sewer demand/generation and peaking factors. Based upon the anticipated water demand, Wood Rodgers will determine the size and location of a water lateral service, and will incorporate the design information and details of the water service connection into the Riverfront Street Extension plan set. Based upon the anticipated sewer generation, Wood Rodgers will determine the diameter and slope of the sewer line extension. A plan and profile for the sewer line extension will be developed and incorporated into the Riverfront Street Extension plan set. The water and sewer facility design will follow the City of West Sacramento's design criteria and standard plans. Wood Rodgers will provide potholing services necessary to positively locate any utilities that are in potential conflict with the proposed work.

The sewer line on Fifth Street is expected to extend into or through Caltrans right of way. This will necessitate applying for a Caltrans Encroachment Permit to install the sewer line. Wood Rodgers will follow the requirements described in the Caltrans Project Development Procedures Manual and the Encroachment Permit Manual for preparing the design and plans, and will prepare the Encroachment Permit Application for the City.

The Caltrans Encroachment Permit Application requires existing underground utilities be positively located when the application includes installing new underground utilities. The Project Contractor may be able to perform potholing efforts, but Wood Rodgers has included an optional task to perform potholing of the existing utilities on Fifth Street if the Contractor is unable to do so. Potholing will only be performed with City authorization.

Deliverables

- Sewer and water design for service stubs onto Fulcrum parcels where approved by the City.
- Revised Riverfront Street Extension plans to add sewer and water stubs.

Curb Cut Design for Future Parking Lots

Wood Rodgers will revise the plans to include curb cut and driveway details as needed to accommodate future parking lots along Riverfront Street. This effort will occur upon approval by the City of the preliminary parking lot layouts being done by Wood Rodgers under a separate contract.


Deliverables

- Curb cut and driveway design (as needed)
- Revised Riverfront Street Extension plans to add curb cuts

Please consider this letter as our request to augment the original contract's Task 9 by an additional **\$108,850.56** that would bring the Task 9 budget total to **\$150,313.49**. The total contract budget total will increase to **\$1,199,588.00**.

We look forward to continuing our involvement with the City and reaching a successful completion of this Project. If you require additional information regarding this request, please do not hesitate to contact me at (916) 440-8131.

Sincerely,
WOOD RODGERS, INC.



Mark Rayback, PE, QSD/QSP
President

Enclosure



April 19, 2022

Mr. Vin Cay
City of West Sacramento
1110 West Capital Avenue, 1st Floor
West Sacramento, CA 95691

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Sincerely,
WOOD RODGERS, INC.



Mark Rayback, PE, QSD/QSP
President

Enclosure

**CITY OF WEST SACRAMENTO
RIVERFRONT STREET EXTENSION AMENDMENT 5 HOURS AND COST ESTIMATE**

WOOD RODGERS, INC.																											
Staff Name and or Classification	Mark Rayback Principal Engineer II	Principal Engineer II	Steven Robinson Associate Engineer II	Associate Engineer III	Associate Engineer II	Associate Engineer I	Engineer III	Engineer II	Engineer I	Principal Landscape Architect I	Principal Surveyor I	Associate Surveyor III	Surveyor III	Surveyor II	Surveyor I	Principal GIS I	GIS Tech III	Party Chief	Chainman	Chainman	Cad Tech III	Project Coordinator	Hours Subtotal	Labor WR Costs	Wood Rodgers OH + Fringe 189.70%	Wood Rodgers Profit 12.5%	Total Cost
Actual Base Hourly Rate	\$ 105.77	\$ 90.00	\$ 62.12	\$ 82.50	\$ 65.50	\$ 52.45	\$ 53.50	\$ 42.50	\$ 34.00	\$ 81.73	\$ 86.54	\$ 73.32	\$ 46.50	\$ 38.00	\$ 29.00	\$ 81.73	\$ 48.50	\$ 47.03	\$ 47.03	\$ 47.03	\$ 52.50	\$ 38.00					
PHASE 1 PROPOSED WORK																											
TASK 9 - SUPPORT DURING PROJECT BIDDING AND CONSTRUCTION																											
Construction Support	Hours	8		80		24	24	60	80	120												4	400	\$ 19,488.56	\$ 36,969.80	\$ 7,057.29	\$ 63,515.65
Fulcrum Properties Wet Utilities Connections	Hours	8	4	30	6	6	8	32	40	60												4	198	\$ 9,981.36	\$ 18,934.64	\$ 3,614.50	\$ 32,530.50
Curb Cut Design For Future Parking Lots	Hours			4					8	8													20	\$ 860.48	\$ 1,632.33	\$ 311.60	\$ 2,804.41
Task 9 Subtotal		16	4	114	6	30	32	92	128	188	0	0	0	0	0	0	0	0	0	0	0	8	618	\$ 860.48	\$ 1,632.33	\$ 311.60	\$ 98,850.56
HOURS SUBTOTAL																											
		16	4	114	6	30	32	92	128	188	0	0	0	0	0	0	0	0	0	0	0	8	618	\$ 860.48	\$ 1,632.33	\$ 311.60	\$ 98,850.56
Other Direct Costs																											
	Potholing (Optional)	\$ 10,000.00																									
ODC SUBTOTAL																											
																									\$ 10,000.00		
TOTAL																											
																									\$ 108,850.56		

MEETING DATE: June 15, 2022

ITEM # 6

SUBJECT:



CONSIDERATION OF APPROVAL OF A 1-YEAR CONTRACT RENEWAL WITH NOMAD TRANSIT LLC EXTENDING THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM THROUGH FISCAL YEAR 2022/23 AND RESOLUTION 22-80 ALLOCATING UP TO \$2,049,205 TO SUPPORT OPERATIONS THROUGH FISCAL YEAR 2022/23

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Stephanie Chhan, Senior Transportation Planner
Community Development Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to request City Council approval of Amendment No. 4 to the amended and restated contract with NoMad Transit LLC to extend the On-Demand Rideshare service through June 30, 2023 and to establish the schedule of fees for fiscal year 2022/23 operations. Staff is requesting approval of Resolution 22-80 allocating up to \$2,049,205 in Transportation Development Act funding and authorizing use of \$285,000 in collected Fiscal Year (FY) 21/22 rideshare revenues to support continued rideshare operations through FY 2022/23. This is the fourth of five allowable extensions per the January 18, 2018 Contract for Services executed with NoMad Transit LLC. Therefore, staff is also seeking Council direction to return with a workshop by early 2023 on next steps for the City’s On-Demand Rideshare Program prior to City Council consideration of the fifth and final contract extension.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Find approval of Amendment No. 4 to the Amended & Restated Contract with NoMad Transit LLC exempt from the California Environmental Quality Act (CEQA) under the General Rule exception provided for by Section §15061(b)(3);
2. Approve and authorize the City Manager or designee to execute Amendment No. 4 to the Amended & Restated Contract with NoMad Transit LLC, extending operations of the West Sacramento On-Demand Rideshare program through June 30, 2023 and establishing the schedule of fees for fiscal year 2022/23;
3. Approve Resolution 22-80 allocating \$2,049,205 from the Transportation Development Act Fund in Budget Unit 202-9220-5259 and authorizing the use of \$285,000 in collected FY 2021/22 rideshare revenues towards the funding of the FY 2022/23 Via Rideshare program operations; and,
4. Direct staff to return to Council by early 2023 to discuss next step options for the future of the City of West Sacramento’s On-Demand Rideshare Program.

BACKGROUND

The West Sacramento On-Demand Rideshare Program was launched as a 1-Year Pilot on May 14, 2018 following robust Transportation, Mobility, and Infrastructure (TMI) Commission and City Council engagement dating back to June 2016. The program was initially developed in response to Council direction to explore a more flexible, innovative public transit model that better served resident needs, as fixed route bus service continued to experience increased costs alongside declining ridership. Following a competitive procurement, the City selected NoMad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc. to pilot a shared, on-demand transportation service with flexible stops, schedules, and fleet supply. While primary goals of the program included enhanced mobility, increased pooled rides, and improved quality of life, the concept of right-sizing vehicles and making the supply of service demand-responsive was also designed to capture cost efficiencies by regularly adapting the amount of service based on historic and projected ridership trends.

Since launching, the program has received broad regional and local community support, and user surveys have demonstrated successful performance across a range of human-centered indicators. The program has also received multiple awards at the local, state and national level including a League of California Cities Helen Putnam Award, US Conference of Mayors City Livability Award, Metro Magazine’s Innovative Solutions Award,

a Smart Cities Connect Smart 50 Award, and the WTS Innovative Transportation Solutions Award for its positive impacts on transportation equity for West Sacramento residents.

Following the success of the Pilot program, on May 1, 2019, the City Council unanimously approved an Amended and Restated Contract continuing the rideshare program through June 30, 2020, which included fleet and service hour expansions to make the service more broadly available and reliable, supported by \$2.02M in Transportation Development Act (TDA) funds. On June 17, 2020, the City Council once again unanimously approved the extension of the contract with NoMad Transit, LLC for continued operation of the On-Demand Rideshare program through June 30, 2022. The On-Demand Rideshare Program is nearing the end of its fourth year of operations, and staff is soliciting feedback and approval from City Council on the fourth annual renewal of the contract with NoMad Transit, LLC to continue operating the On-Demand Rideshare Program through June 30, 2023. This is the fourth of five allowable extensions per the January 18, 2018 Contract for Services executed with NoMad Transit LLC during the Pilot.

The purpose of this item is to provide an update on the upcoming contract renewal of the West Sacramento On-Demand Rideshare program for Fiscal Year (FY) 2022/23. Updates on the program, results from the 2022 Via On-Demand Rideshare Program survey, and a workshop on vehicle design options are also shared for Council approval. Furthermore, staff is seeking Council direction to return with a workshop by early 2023 on next steps for the City's On-Demand Rideshare Program prior to City Council consideration of the fifth and final contract extension.

ANALYSIS

2022 On-Demand Rideshare Program Survey

Similar to the user survey conducted in November 2018, the City released an updated user survey in February 2022 to assess Via ridership and evaluate how, if at all, use of the platform has changed since expanding and maturing. This section provides a brief summary of the survey results.

The 2022 Survey received 359 responses that were generally representative of the West Sacramento community in terms of household income, educational attainment, and race. A few differences between the survey respondent's demographic distribution as compared to the 2020 5-year American Community Survey (ACS) are noted. The Via survey received more responses from people who identified as female than as male (51% identified as female and 40% identified as male, 9% declined to state) as compared to West Sacramento's ACS 5-year estimate (51% identified as female and 49% identified as male). Additionally, the Via survey received more responses from people with higher educational attainment (44% received a bachelor's degree or higher) as compared to West Sacramento's ACS 5-year estimate (28% received a bachelor's degree or higher). Lastly, the survey received more responses from people ages 30 to 50 - 44% of respondents were between the ages of 30 to 50 - as compared to West Sacramento's ACS 5-year estimate (29%). Of those who responded, 68% identified they were residents of West Sacramento and 32% identified as visitors or students/employed in West Sacramento.

Given that during the prior two years, the On-Demand Rideshare Program operated in a global pandemic, the survey included a question to identify how respondents felt their behavior may have been impacted due to COVID-19. As expected, due to COVID-19, 52% of the respondents indicated that they leave their home less often, and similarly 44% of respondents reported a decrease in commuting to work and school, 47% of respondents reported a decrease in riding the bus, and 52% respondents reported a decrease in using Uber/Lyft or taxis. Age and household income was a factor in this response - 69% of respondents over the age of 50 stated that they left their homes less often as compared to 46% of respondents under the of 50, and 58% of respondents with household incomes over \$50,000 left their homes less often compared 41% of respondents with household incomes less than \$50,000. Furthermore 47% of households with incomes less than \$50,000 reported an increase in commute to work or school as compared to 54% of households with income greater than \$50,000 experiencing a decrease in commute to work or school.

Similar to the 6-month user survey in 2018, multiple survey questions were included to learn if, and to what extent, On-Demand Rideshare users were changing their travel behaviors as a result of the rideshare service. These questions included information on recent ridership, trip purpose, and mode shift. Respondents were asked to use a 5-point Likert scale to indicate the degree to which they felt their trip purpose and mode shift had greatly decreased, slightly decreased, stayed the same (no change), slightly increased, or greatly increased. Responses with demographic data enabled staff to evaluate estimated ridership levels across subgroups to better understand how different people are riding.

Respondents were asked to estimate how many rides they had taken in the past 30 days to provide a general indication of their frequency of use. Visitors and those employed in or are students in West Sacramento, but live elsewhere self-reported a higher frequency of ridership, averaging approximately 8.97 rides per month (98 respondents) compared to residents of West Sacramento self-reporting an average of 5.98 per month (208 respondents). As anticipated, lack of access to a personal vehicle was another indicator of higher frequency of ridership – respondents with no personal vehicle or only one personal vehicle in the household self-reported an average of 8.81 rides per month (196 respondents) as compared to respondents with 2 or more personal vehicles in the household self-reporting an average of 3.53 rides per month (108 respondents). Survey respondents who identified as of Hispanic, Latino, or Spanish origin reported an average of 10.85 rides per month (105 respondents) compared to an average of 5.12 rides per month (180 respondents) for respondents who did not identify as such.

There were not significant differences in trip purposes (commuting to work or school, groceries or shopping, bars or restaurant, medical or dental, social/recreational use) of Via riders between the 2022 survey and the 2018 survey. The 2022 survey included the option for respondents to select whether they use Via as an alternative mode of transportation when their personal vehicle is unavailable, and 38% of respondents selected this trip purpose. Whereas the 2018 survey identified some differences in trip purposes between genders, there were no significant differences in use between female and male respondents in trip purposes. Trip purposes by income age groups were similar between the 2018 and 2022 surveys. The 2022 survey included additional demographic questions on race and ethnicity. As compared to non-Latino/Hispanic/Spanish respondents, Latino/Hispanic/Spanish respondents appear to be using Via at higher rates for “Commuting to/from Work or School” (23% vs 37%), “Medical or Dental Appointments” (15% vs 34%), “Social and Recreational Activities” (33% vs 47%), “Bars and Restaurants” (22% vs 40%), and Transport Children or Other Family Members” (10% vs 30%). The 2022 survey also asked respondents how many personal vehicles were in their household. Respondents with no car reported higher use of Via for “Groceries and Shopping” (57%), “Commuting to/from Work or School” (38%) and “Medical or Dental Appointments” (45%) as compared to respondents with vehicles.

Two questions were included to learn more about potential impacts of the service on travel behaviors. The first asked respondents to identify which other modes they would have used instead if the rideshare service was unavailable, and the other asked respondents to estimate the degree to which they have altered their use of certain modes. There were no significant differences in mode shift type between the 2022 survey and the 2018, overall and within demographic groups. The 2022 survey included additional demographic questions on race and ethnicity. Mode shift by ethnicity was significantly different – Latino/Hispanic/Spanish respondents were more likely to take the bus, be driven by a friend/family member/coworker, carpool/vanpool, or take paratransit whereas non-Latino/Hispanic/Spanish respondents were more likely to take a taxi or Uber/Lyft or drive alone. The second question was included to better understand the extent to which respondents felt their transportation choices were being impacted with Via. As compared to the 2018 survey, fewer 2022 respondents indicated a reduction in the amount of driving alone (40% decrease in 2018 survey vs 23% decrease in 2022 survey) and bus ridership (41% decrease in 2018 survey vs 29% decrease in 2022 survey). The 2022 survey also indicated that more respondents reported greater frequency in walking and biking (18% in 2018 survey vs 42% in 2022 survey). Fewer respondents said that the rideshare service increase how often they left their home (50% increase in 2018 survey vs 33% increase in 2022 survey). Furthermore, fewer respondents said their satisfaction with the City’s transportation system has grown because of the rideshare service (75% in the 2018 survey and 45% in the 2022 survey). The differences between the 2018 and 2022 surveys may be in part to pandemic related commute pattern changes or less perceived change given that Via has been operating within West Sacramento for four years. Overall, the 2022 survey respondents rated Via approximately 80 out of a 100-point scale – demonstrating continued high satisfaction with the service.

Questions were also included to obtain a sense of how the rideshare service may be impacting factors that contribute to overall quality of life, such as access to healthy foods or one’s sense of independence. Compared to the 2018 survey, fewer respondents felt a greater sense of safety getting around town (66% in 2018 survey vs 52% in 2022 survey), fewer respondents felt a greater sense of independence (59% in 2018 survey vs 53% in 2022 survey), and fewer respondents said their participation in social activities increased (55% in 2018 survey vs 39% in 2022 survey). Forty-one percent (41%) of 2022 survey respondents reported an increase in monthly transportation expenses whereas 40% of 2018 survey respondents reported a decrease in monthly transportation expenses. Given the cost of Via rides has remained the same since the pilot launch, it is unclear why 2022 survey respondents perceive an increase in monthly transportation expenses with Via. Fifty-four percent (54%) of respondents with no car and 48% of respondents with one car indicated that their monthly transportation costs increased with Via usage. These respondents were also likely to respond that they would not have taken a trip, or taken the trip by walking, riding transit, or use their personal bike. Additionally, respondents without cars perceived higher quality of life increases as compared to respondents with cars.

Though there were generally similar responses within demographic subgroups between the 2018 and 2022 survey, there were some differences to note. In the 2022 survey, respondents under 30 said that their civic or community engagement increased (66% for under 30, 42% for 30-60, and 24% over 60). There were some differences in responses by gender - 51% of male identifying respondents felt an increase in civic or community engagement as compared to 36% of females and 49% of male respondents say their access to healthy foods or medical care increased as compared to 36% of females.

The 2022 survey also include new questions to discern changes in vehicle miles travelled and multi-modal transportation. Survey respondents who shifted from being driven by a friend/family member/coworker, taxi or Uber/Lyft, carpool/vanpool, or driving alone, were asked how many miles their trip would have been had they not used Via rideshare. Approximately 30%, 112 out of 359 respondents, answered and averaged approximately 23 miles for the trips they would have taken. Additionally, 2022 survey asked respondents whether they used Via to connect to another form of transportation. One third, 103 of 359 respondents, used Via to connect to the bus, train, light rail, e-bikes, e-scooters, or Lyft/Uber.

Preliminary FY 2022/23 Budget

This section provides a review of the West Sacramento On-Demand Rideshare Program’s preliminary proposed budget and operational approach. The primary purpose of adopting Amendment No. 4 is to extend the contract term and renew the fee schedule for the upcoming operational year, ensuring that the projected costs, levels of service (quantity of projected “Driver Hours”) and fare revenue are incorporated into the binding contract with NoMad Transit LLC, which is utilized for monthly billing purposes.

Amendment No. 4 will set the fee schedule to be adhered to for the FY 2022/23 operational year. A summary of key changes proposed for the upcoming FY 2022/23 program, relative to FY 2021/22 program, is included below:

	FY 2021/22 On-Demand Rideshare Program	Proposed: FY 2022/23 On-Demand Rideshare Program
Fleet Supply	11 Vehicles (including 3 WAV) Mercedes Metrices Hybrid Toyota Sienna (Mar 2022)	11 Vehicles (including 3 WAV) Hybrid Toyota Sienna
Hours of Operation	No Proposed Changes	
Service Hours	Term: 12 months Projected: 46,800 hrs Estimate: 45,000 hrs ¹	Term: 12 months Projected: 46,800 hrs
Contract Rate	Operations: \$42.97 Customer Support (1.25 FTE): \$31.25	Operations: \$50.72 Customer Support (1.25 FTE): \$36.88
Ridership	Projected: 193,245 Estimate: 155,000 ¹	Projected: 192,000
Cost per Ride	Estimate: \$12.57 ¹	Projected: \$14.23
Bike Racks	None	Projected: \$820 per vehicle Total: \$9,000 for 11 vehicles; none to be placed on WAVs.
Contract Budget	Projected: \$1,954,406 Estimate Spent: \$1,900,000 ¹ [\$210,869 fare revenues and \$66,131.13 of rollover in FY 2020/21]	Projected: Not to Exceed \$2,464,205 [Projected: \$285,000 fare revenue and \$245,000 of rollover in FY 2021/22]

¹Includes estimate for May – June 2022

The operational model proposed for FY 2022/23 assumes few changes from FY 2021/22, however the projected contract budget has increased due to inflation, including: higher fuel costs, increased labor retainment and acquisition costs, increases across the board from third-party vendors (e.g. IT, insurance, etc.), and a lower net

fare revenue estimate. The number of planned service hours remains static relative to FY 2022/23 – during the height of the COVID-19 pandemic, the City enacted passenger capacity limitation of 3 passengers per vehicle. The FY 2021/22 assumed slightly higher driver hours to support the passenger capacity limit, however Via believes the FY 2021/22 budget over-estimated projected ridership. The City lifted the passenger capacity restrictions in March 2022 and anticipates that the proposed driver hours will be able to support ridership projections of approximately 16,000 rides per month - rebounding slightly above pre-COVID conditions. Ridership estimates in the proposed FY 2022/23 were lowered as a reflection of the current fiscal year ridership and analysis of past ridership and performance. This also reflects a conservative approach by not anticipating significant growth in ridership through June 30, 2023, as ridership recovery from COVID-19 impacts is likely to take time.

The operations rate includes driver pay, vehicle cost, project management support, performance monitoring and reporting, marketing and promotions plan and implementation fees for support services provided by the Via team. The 18% increase in the operation rate from \$42.97 to \$50.72 was identified as an inflationary impact as described above. Additional investment was made to retain existing drivers, and additional driver acquisition expenses were needed to support an increasingly competitive labor market. Many employees have reassessed their careers and lifestyles in the wake of the pandemic and have chosen not to return once businesses reopened, while others have sought other work - citing less stress, better pay, increased benefits and/or conditions. Transit agencies have experienced similar driver turnover problems, and some agencies are still struggling with driver shortages. The Yolo County Transit District (YCTD) experienced transit worker shortages during the past year, and the YCTD Board of Directors increased wage levels 5-8% for fixed route and paratransit service in November 2021. The Via On-Demand Transportation Program must also provide competitive wages to compete with demand for drivers in the private sector that provide similar/greater flexibility and less direct contact with people – such as food delivery services, groceries delivery services, and other Transportation Network Companies. The operations rate also increased due to higher fuel costs – over the last 12 months, fuel has risen nearly 40% from \$3.91 to \$5.47 for regular gasoline in Yolo County according to the American Automobile Association. Furthermore, in addition to the 18% increase in operation cost, the customer support rate also experienced an 18% increase from \$25 per service hour to \$29.50 per service hour to account for increased wages in the West Sacramento labor market, support for the riders, on-ground support to drivers, and general inflation increases. Overall, the operations rate and customer service rate amount to an 18% increase, approximately \$414,852, between FY 2021/22 and FY 2022/23 in the estimated program cost.

Furthermore, Via assumes a fare revenue reinvestment that supports the service. Should actual fare revenues collected exceed the estimated amount in the projected budget, the additional fare revenues will be reinvested toward the next fiscal year's program operations. Via's projected average net fare per ride for FY 2022/23 is \$1.44, which is 25% less than the projected average net fare per ride of \$1.93 assumed in the FY 2021/22 budget. Fare revenue assumptions consider standard-price fares, discounts, and ViaPass. ViaPass, a discounted weekly frequent rider program offers riders up to four rides a day, every day of the week for \$15. Seniors 62+ and individuals with eligible disabilities receive a 50% discount off the ViaPass price. Staff has previously presented to the Commission on ViaPass statistics and has reported that 44% of rides were taken using ViaPass in 2020. This frequent rider program effectively provides a 50% discount on regular fares and 70% discount on top of already discounted fares.

Recent data shows that 250 ViaPasses are purchased every week (220 regular fares and 30 discounted fares). Although ViaPass is purchased by approximately 37% of weekly active riders, it now comprises nearly half of total rides – approximately 1,450 pass rides per week and 4,000 pass rides per month. ViaPass users ride Via 2.5x more compared to non-ViaPass users. ViaPass users take an average of 5.9 rides per week compared to non-ViaPass users who take 2.33 rides per week. Overall, ViaPass constitutes an average of \$62,000, approximately half of the monthly Via net revenue. Via is estimating a reduction of approximately \$94,948 between FY 2021/22 and FY 2022/23 in fare revenues based on previous years fare revenue actuals, ridership trends, and discount programs.

In addition, City staff has asked Via to explore the opportunity to install bicycle racks on the vehicle fleet. Via estimated that bicycle racks would cost approximately \$820 per vehicle, a total of approximately \$9,000 for 8 vehicles (wheelchair access vehicles excluded) and 3 spare vehicles. Given that the Via survey indicated that there are riders who use the service to connect to other forms of transportation and to encourage sustainable modes of transportation, staff is interested in pursuing bicycle racks installed by hitch.

Based on the projected \$414,852 program cost increase and the projected \$94,948 Via fare revenue reduction, the program budget proposes \$2,464,205 to support the FY 2022/23 program, an increase of \$509,799 from the FY 2021/22 program budget of \$1,954,406.

As presented to the TMI Commission in March, the City is moving towards electrification by switching to Toyota Siennas, a hybrid minivan. The transition will be complete by summer 2022 and the new fleet will be wrapped with new vehicle branding wraps. Based on early conversations regarding electrification options, City staff would want more electric vehicle supply equipment (EVSE) in the City before the Via fleet transitions to a fully electric fleet. Currently there are only approximately 20 publicly available EV charging stations throughout West Sacramento. City staff recommends waiting for the City to implement more EVSE through the Plug-In Partnership program, a grant funded program designed by the Transportation Division to site, design, permit, construct, and install at minimum 25 level 2 charging stations, and 7 direct current (DC) fast chargers. Furthermore, fully electric vehicles that would fit the West Sacramento market's operations will not be available until late 2023. Should the On-Demand Rideshare Program move to a fully electric fleet, staff may consider a potential price increase to the ViaPass to better recoup a significant loss of fare revenues associated with the large share of rides (50%) taken using ViaPass, and support the increased operational costs associated to the service required to move towards electrification. ViaPass prices has remained the same since the launch of the On-Demand Rideshare Program in 2018. Given that average weekly rides for ViaPass is approximately 5.9 rides per week, frequent riders value ViaPass at approximately \$17.70. City staff are reviewing and analyzing impacts on revenue and ridership to inform the City Council should they decide to increase ViaPass prices. Staff will return to TMI Commission and City Council to present pricing options and the impacts to ridership, should staff recommend a change to the ViaPass program.

A more detailed breakdown of the proposed FY 2022/23 fee schedule is included in Attachment 1, the Amendment No. 4 to the Amended and Restated Contract. Staff is seeking City Council approval of Amendment No. 4 to set the fee schedule and extend service for the FY 2022/23 operational year. Per the FY 2019/20 service agreement, all fare revenues collected is made available for reinvestment toward the following year's operations. Should fare revenues be collected in an amount less than projected by Via, the City would not be liable for the remaining expense. All FY 2021/22 fare revenues that exceed the estimated budget and unspent funds will be reallocated to the FY 2022/23 contract. Staff continues to assume a small amount of funds set aside in the fee schedule for increased vehicle cleanings and supplies related to the COVID-19 pandemic. Should said goods or services no longer be needed or be needed at a reduced rate as the pandemic recovery continues, those funds will remain available for reinvestment into operational uses at the City's discretion.

The On-Demand Rideshare program is supported by local TDA funds. The City must annually submit a claim for review and approval by the Sacramento Area Council of Governments (SACOG) Board of Directors to claim its allocation of TDA funds. Upon SACOG approval of the TDA Claim, Yolo County disburses the allocation request to the City. At this time, the City has approximately an \$3.8 million unearned remaining balance of carryover TDA funds from previous fiscal years. For FY 2022/23, staff anticipates \$3,840,137 in Local Transportation Funds and \$495,904 in State Transit Assistance Funds per the Yolo County Estimated Findings of Apportionment released in March 2022 (Attachment 2). The YCTD FY 2022/23 proposed budget, scheduled to be approved by the YCTD Board of Directors in June 2022, includes the City's share of expenditures for YCTD administrative fee, fixed route operations, and paratransit service for the City, totaling \$3,000,000. At the end of the FY 2021/22 contract term, staff will determine the precise amount of remaining FY 2021/22 Via funds to apply toward the FY 2022/23 expenses. Staff will seek City Council authorization for staff to submit a claim for the Via program budget, less the total amount of fare revenue and rollover in the On-Demand Rideshare Program from FY 2021/22, and \$115,000 for City staff time and materials to support the program in the FY 2022/23 annual TDA claim.

COVID-19 Operations Update

As presented during the March 2022 TMI Commission meeting, the City had enacted several COVID-19 safety protocols on Via during the pandemic. On April 18, 2022 the Transportation Security Administration no longer enforces mask requirements due to a federal court ruling. As such, YCTD and the Sacramento Regional Transit District (SacRT) have removed mask requirements and highly recommend masks while riding public transportation, especially if unvaccinated. Similarly, the City also removed mask requirements, but encourage their use, on Via in May 2022. The City is closely monitoring all local, state and federal regulations and guidelines and will update operations consistent with local, state, and federal requirements.

Summer Pilot – Broderick/Bryte to Recreation Center

As of May 1, 2022, the City launched a summer pilot transportation program to provide On-Demand Rideshare rides free of charge to residents living in the Broderick/Bryte neighborhood area who wish to go to the City's Recreation Center at 2801 Jefferson Blvd. The pilot provides residents in this California Senate Bill 535 designated Disadvantaged Community zone (identified by the California Environmental Protection Agency (CalEPA) CalEnviroScreen 4.0 as a low-income, underserved community) with the opportunity to engage in healthy recreational activities and to access the Recreation Center swimming pool during the hot summer

months. The summer pilot program supports up to \$50,000 in fare subsidies as well as City staff time to provide monthly ridership reports and management of the pilot program. The pilot will be in service providing rides between Broderick/Bryte and the Recreation Center Monday to Friday (6AM to 8:30PM), Saturday (9AM to 5:30PM), and Sunday (8AM to 5:30PM) until September 1, 2022 or until available funding is fully expended. Staff has initiated targeted outreach to the Broderick/Bryte neighborhood to promote the pilot in English, Spanish, and Russian marketing material in-line with neighborhood demographic data. Staff estimates that there may not be enough funding to support the entire pilot term and is seeking additional supplemental funding from the Yolo-Solano Air Quality Management District's 2022 Clean Air Fund grant. By late fall 2022, City staff will provide an update on the ridership of the program, and considerations for next steps.

Early 2023 OnDemand Rideshare Program Workshop

Contract Amendment No. 4 to the Amended and Restated Contract is the fourth of five allowable contract extensions with NoMad Transit LLC for the City's OnDemand Rideshare Program. Staff is recommending returning to Council with a workshop on the future options for the City's OnDemand Rideshare Program by early 2023. Staff will present options for the future of the OnDemand Rideshare Program, including consideration of changes for metrics and/or operations. Returning to Council by early 2023 with a workshop will set a stage for the future of the City's OnDemand Rideshare Program. Beginning early will allow for sufficient time to abide by the City's procurement procedures and reduce the risk of lapse of the OnDemand Rideshare Program service. Should the City Council decide to continue with a fifth and final extension of the Amended and Restated Contract with NoMad Transit LLC, the City must have a service provider contracted and ready to begin service by July 1, 2024.

Environmental Considerations

This project is exempt from CEQA as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment (State CEQA Guidelines Section 15061 (b)(3)). The fundamental definition of a "significant effect" under CEQA is "a substantial adverse change in physical conditions". Per this definition, it is clear that the operation of up to eleven (11) 6-passenger shared-ride vehicles utilizing existing infrastructure with the intent of encouraging pooling and reducing traffic impacts by shifting community members out of higher VMT (Vehicle Miles Travelled) generating modes (i.e. single occupancy driving or ride hailing) does not constitute a significant impact.

Moreover, the project is within the scope of the Environmental Impact Report (EIR) prepared for the General Plan 2035, and no new or substantially more adverse impacts would occur through implementation of the proposed project. The project directly implements multiple Mobility Element Policies aimed at providing a multi-modal transportation system that supports various modes and benefits community and environmental health. As a result, no new environmental document is required, consistent with State CEQA Guidelines Section 15162 and 15168(c)(2).

Commission Recommendation

Staff presented the operational and budget approach to support a 1-year extension of the contract with NoMad Transit LLC to continue operating the West Sacramento On-Demand Rideshare program to the TMI Commission on May 18, 2022. The TMI Commission were supportive of the operational and budget approach and were supportive of including bicycle racks in the upcoming budget.

Strategic Plan Integration

This project advances the 2021 Strategic Plan goals of "Mobility & Connectivity" as part of the City's "Mobility Action Plan Implementation" policy agenda.

Alternatives

The Council's primary alternatives to staff's recommendations are:

1. Council may elect to approve Amendment No. 4 and Resolution 22-80, but redirect staff to utilize alternative funding sources toward the FY 2022/23 operations. Council may decline or direct staff to return to Council with a workshop on the future of the City's OnDemand Rideshare Program. This alternative is not recommended as staff has developed this recommendation consistent with prior year procedures and requires timely authorization to prepare the FY 2022/23 TDA Claim. Delayed submittal of the FY 2022/23 TDA Claim, which funds the rideshare program and Yolobus operations, has the potential to cause cash-flow issues for the City. Declining or delaying a workshop on the OnDemand Rideshare Program may result in a lapse of service, should the Council wish to continue a city-wide rideshare program.

2. Council may elect not to approve Amendment No. 4 and/or Resolution 22-80 at this time, and decline to direct staff to return to Council with a workshop on the future of the City’s OnDemand Rideshare Program. This alternative is not recommended, as the current contract with NoMad Transit LLC expires on June 30, 2022 and requires accurate accounting, service planning and financial support to support operations through the current contract term and ensure no abrupt disruptions to service for community members reliant on the service for their transportation needs. Declining or delaying a workshop on the OnDemand Rideshare Program may result in a lapse of service, should the Council wish to continue a city-wide rideshare program.

Coordination and Review

This report was prepared by the Transportation & Mobility Division of the Community Development Department and received review from the Administrative Services – Finance Division, City Attorney’s Office, and City Manager’s Office.

Budget/Cost Impact

Approval of Amendment No. 4 to the Amended & Restated Contract with NoMad Transit LLC (Attachment 1) establishes the Fee Schedule for FY 2022/23 with an annual City obligation in an amount not to exceed \$2,464,205 toward operating costs, as shown. A total of \$115,000 in City staff costs is also included, consistent with the staff allocation included in the program budgets previous fiscal years.

Approval of Resolution 22-80 (Attachment 4) would authorize the allocation of \$2,049,205 from the TDA Fund in Budget Unit 202-9220-5259 and authorize the use of \$285,000 from rideshare revenues towards FY 2022/23 Via Rideshare program operations.

Expenses

Contract for Services with NoMad Transit LLC:	\$2,464,205
City Staff Time & Materials:	\$ 115,000
Total FY 2022/23 Program Expenses	\$2,579,205

Funding Sources

Unspent FY 2021/22 Program Balance	\$ 245,000
FY 2021/22 Fare Revenues	\$ 285,000
FY 2022/23 TDA Allocation	\$2,049,205
Total	\$2,579,205

ATTACHMENT(S)

1. Amendment No. 4 to the Amended and Restated Contract with NoMad Transit LLC
2. FY 2022/23 Transportation Development Act Preliminary Findings of Apportionment - LTF and STA
3. Resolution 22-80

AMENDMENT NO. 4
to the
AMENDED AND RESTATED CONTRACT FOR
SERVICES
between the
CITY OF WEST SACRAMENTO
and
NOMAD TRANSIT LLC
Dated May 1, 2019

This Amendment No. 4 (the “Amendment”) to the Amended and Restated Contract for Services dated May 1, 2019 (the “Existing Contract”) by and between the City of West Sacramento (“the City”) and NoMad Transit LLC (“the Contractor”) is made and entered into this 15th day of June, 2022. Except as expressly amended herein, the Existing Contract is in full force and effect.

RECITALS

WHEREAS, on January 17th, 2018, the City awarded a contract to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., for a one (1) year Pilot operation based on the Contractor’s proposal submitted in response to the City’s Request for Proposals dated May 26, 2017; and

WHEREAS, the January 17th, 2018 executed agreement provided that, by mutual agreement, the Contract may be extended annually for a total of up to five (5) additional years; and

WHEREAS, the City and Contractor entered into the Existing Contract on May 1st, 2019 for Contractor to provide citywide public transportation services, including the technology, customer support and professional services for the design, marketing, operations and maintenance of the West Sacramento On-Demand Rideshare program (the “Program”); and

WHEREAS, the City Council approved Amendment No. 1 to the Existing Contract on June 17, 2020, extending the term of the Existing Contract through June 30, 2022; and

WHEREAS, the City and Contractor desire to modify the Existing Contract as provided herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the parties hereto to amend said agreement as set forth below. Stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) is to be deleted and bold and underlined text (indicated textually in the same manner as the following example: **Bold and underlined text**) is to be added as follows:

Part I: Amendments

A. Amendments to Existing Contract Provisions

1. **Section 2.A** is revised as follows: “The services of Contractor are to commence on May 14, 2019 and terminate on June 30, 2022~~3~~ and shall be undertaken and completed in accordance with the service parameters set forth by Exhibit "A"...”
2. **Section 4.A** is revised as follows: “The Contractor shall be paid monthly in arrears for the actual fees, costs and expenses, including but not limited to purchased transportation services, and otherwise as set forth in the Schedule of Fees, but which in no event shall total compensation exceed the Funding from City of West Sacramento (Excl. Fare Revenue) as identified in Exhibit “B”, ~~one million, nine hundred and four, three hundred and fifty six (\$1,904,356) dollars,~~ without City’s prior written approval....”
3. **Section 4.E** is revised as follows: “...and overhead costs such as insurance, storage, maintenance and repair of the ~~Metris~~ fleet vehicles...”

B. Amendments to Contract Exhibits.

1. **Exhibit A** to the Existing Contract is hereby renamed “FY 2022/23 Scope of Work” and is amended as follows:

I. The Second Paragraph of the first page is revised as follows: In the last sentence, “2022” is replaced with “2023”

II. Task 2.1 – Service & Supply Planning – Wheelchair Accessible Vehicles (WAV) & Mobility Limited Riders is revised as follows: “Contractor will continue to implement a WAV fleet plan that satisfies relevant federal regulations or funding requirements - including the equal provision of service to riders of all physical means. To fulfill this goal, Contractor shall cause to be deployed no less than ~~two~~ three (23) dedicated WAV fleet vehicles out of a total eleven (11) dedicated ~~Mercedes Benz~~ fleet...”

III. Task 2.1 – Service & Supply Planning – Fleet/Vehicles is revised as follows: “Contractor shall cause a fleet of no less than eleven (11) ~~Mercedes-Metris~~ City approved vans (the ~~Metris~~ fleet) to be deployed for use in the Program. This represents an expansion of an additional four (4) vehicles beyond the total seven (7) that were ultimately deployed to support the Pilot year of the Program. Any change to the vehicle type used as part of the ~~Metris~~ fleet shall be subject to approval by the City.

As necessary, Contractor may also request City approval to establish a means for drivers to drive on the Via platform using their own qualified vehicles (non-~~Metris~~ City approved fleet), for instance, during times of high demand when the ~~Metris~~ City approved fleet cannot meet total demand. Supply of any non-~~Metris~~ City approved fleet vehicles on the Program network shall be in addition to, and not replacing, the ~~Metris~~ City approved fleet. Before allowing non-~~Metris~~ City approved fleet vehicles to be added to the Program network and provide services for the Program, Contractor shall utilize the eleven (11) new ~~Mercedes-Metris~~ City approved vans committed to the Program, with the exception of any ~~Metris~~ City approved fleet vehicles unavailable due to regular service or repair.

Contractor and City shall mutually agree upon the need for additional vehicles and shall agree on the standards said vehicles should meet, and factors to be taken into consideration including vehicle age, model type, and condition, which shall no less than the minimum standards set forth by the CPUC.

Contractor shall also ensure that the ~~Metris~~ fleet is kept clean, fully mechanically maintained, and service-ready and will create processes designed to ensure that all non-**City approved** ~~Metris~~ fleet vehicles used in the delivery of service during the Program are kept clean, fully mechanically maintained, and service-ready. In the event that any dedicated ~~Metris~~ **City approved** fleet vehicle is removed from operations due to maintenance or repairs that will last more than 24 hours, the Contractor will inform the City Project Manager in writing by e-mail as soon as possible, but no more than 24 hours after removing the vehicle(s) from operation.”

IV. Task 2.1 – Service & Supply Planning – Drivers is revised as follows: “Qualified and accredited drivers will be able to gain access to the ~~Metris~~ **City approved** fleet vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily shifts or longer periods of work. For all Program drivers, Contractor shall establish driver registration and certification protocols designed to ensure compliance with applicable laws, regulations, or terms of project funding sources. See Task 2.4 for additional work related to driver acquisition.”

V. Task 2.5 – Vehicle Delivery & Branding – is hereby revised to remove all references to “Metris” and “Mercedes Metris”

VI. Task 1 – Deliverables is revised as follows:

- Driver Forums & Meeting Notes
- Eleven (11) vehicles ~~Metris~~ fleet with approved custom co-branding, no less than ~~two~~**three** (23) of which will be dedicated wheelchair accessible ~~Metris~~ vans
- As needed, execution of a subcontract with an appropriate WAV provider, or provision of dedicated WAV vehicles

2. Exhibit B to the Existing Contract – FY 2021/22 SCHEDULE OF FEES is hereby replaced by the attached “FY 2022/23 SCHEDULE OF FEES”

Part II: Remaining Terms Unchanged.

Except as expressly revised herein, the Existing Contract remains in full force and effect. In the event of a conflict between the Existing Contract and the terms of this Amendment No. 4, the terms set forth herein shall control.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective as of July 1, 2022.

CITY OF WEST SACRAMENTO

By: _____

~~Martha Guerrero~~ Aaron Laurel, ~~Mayer~~ City Manager

NoMad Transit LLC

By: _____

Erin Abrams, Manager

APPROVED AS TO FORM

By: _____

Jeffrey Mitchell, City Attorney

ATTEST:

By: _____

Jennifer Cusmir, City Clerk

FY 2022/23 Schedule of Fees

WSC Via Year 5 Contract Value				
	Price per Driver Hour	Price per Service Hour	Price per Ride	Total Not-to- Exceed Price (12 Months)
Year 5 Service Planning*	N/A	N/A	N/A	\$55,000
Supply Planning*	N/A	N/A	N/A	\$0
Bike racks and hitches (for 11 vehicles)	N/A	N/A	N/A	\$9,000
Total Upfront Costs				\$64,000
Project Management	\$3.45	N/A	N/A	\$161,460
Performance Monitoring and Reporting	\$0.70	N/A	N/A	\$32,760
Marketing & Promotions Plan and Implementation	\$0.14	N/A	N/A	\$6,552
Program Operations**	\$46.43	N/A	N/A	\$2,172,924
Total Cost per Driver Hour	\$50.72			\$2,373,696
Customer Service (1.25 FTE X \$29.50 per hour)	N/A	\$36.88	N/A	\$220,542
Total Cost per Service Hour		\$36.88		\$220,542
Total COVID-Related Costs (Billed as Flat Monthly Fee 12 Months X \$4,958)***				\$63,816
Estimated Access for All Fee****			\$0.10	\$19,200
Total Cost to West Sacramento (Incl. Fare Revenue)				\$2,741,254
Sources of Funding:				
Fare Revenue				\$277,049
Funding from City of West Sacramento (Excl. Fare Rev)				\$2,464,205
Total				\$2,741,254
Driver Hours Summary:				
Total Implied Driver Hours				46,800
Implied Driver Hours (Weekly)				900
Service Hours Summary:				
Total Implied Service Hours				5,980
Total Implied Service Hours (Weekly)				115

* Items to be invoiced in full upon the start of Year 5.

** Includes driver pay, vehicle cost (incl. WAV retrofits and spares where applicable), insurance, dedicated IT operations and supply admin, technology access, local & central operations support, T&E, rent, and office expenses.

***COVID-related monthly costs include daily cleans and supply of disinfectant wipes. Should cleanings be reduced during the year and less funds be needed to mitigate COVID, we can mutually agree in writing to shift those funds toward additional service hours, if merited by demand.

**** TNC Access for All Fees to be invoiced to West Sacramento on a pass through basis.

COUNTY OF SACRAMENTO
March 2022
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2022-2023

County's Estimated June 30, 2022 Balance	\$0
Local Transportation Fund Income 2022-2023	\$90,000,000
Less: County Administrative Costs	-\$22,000
Less: SACOG Administrative Costs	-\$1,005,054

Balance for Allocation	\$88,972,946
------------------------	---------------------

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction	Pedestrians & Bicycles ^{2/}	Available to Jurisdiction for Article 4 and Article 8
Sacramento County (Unincorporated)	610,442	38.51%	\$34,265,576	\$53,454	\$34,212,122	\$685,312	\$1,692,719
Citrus Heights	87,583	5.53%	\$4,916,244	\$0	\$4,916,244	\$98,325	\$0
Elk Grove	176,124	11.11%	\$9,886,263	\$0	\$9,886,263	\$197,725	\$0
Folsom	80,454	5.08%	\$4,516,076	\$0	\$4,516,076	\$90,322	\$0
Galt	25,383	1.60%	\$1,424,809	\$42,744	\$1,382,065	\$28,496	\$1,353,568
Isleton	794	0.05%	\$44,569	\$1,337	\$43,232	\$891	\$42,341
Rancho Cordova	79,332	5.00%	\$4,453,096	\$0	\$4,453,096	\$89,062	\$0
City of Sacramento	524,943	33.12%	\$29,466,312	\$0	\$29,466,312	\$589,326	\$0
TOTALS	1,585,055	100.00%	\$88,972,946	\$97,536	\$88,875,410	\$1,779,459	\$3,088,628

SACRAMENTO REGIONAL TRANSIT DISTRICT and PARATRANSIT

Jurisdiction	Finding of Apportionment	Finding of Apportionment Less Ped & Bicycle	% of Population Within SRTD District	Allocation of Finding of Apportionment	SACOG Planning	Amount Available for To Paratransit, Inc.	Amount Available To SRTD
Sacramento County (Unincorporated)	\$34,265,576	\$33,580,265	94.8%	\$31,834,091	\$974,513	\$1,591,705	\$29,267,873
Rancho Cordova	\$4,453,096	\$4,364,034	100%	\$4,364,034	\$133,593	\$218,202	\$4,012,239
City of Sacramento	\$29,466,312	\$28,876,986	100%	\$28,876,986	\$883,989	\$1,443,849	\$26,549,147
City of Citrus Heights	\$4,916,244	\$4,817,919	100%	\$4,817,919	\$147,487	\$240,896	\$4,429,536
City of Folsom	\$4,516,076	\$4,425,755	100%	\$4,425,755	\$135,482	\$221,288	\$4,068,985
City of Elk Grove	\$9,886,263	\$9,688,538	100%	\$9,688,538	\$296,588	\$484,427	\$8,907,523
TOTALS	\$87,503,568	\$85,753,496		\$84,007,323	\$2,571,653	\$4,200,366	\$77,235,304
PI-30%		\$1,260,110					
SacRT=70%		\$2,940,256	\$80,175,560				

Regional Transit	\$80,175,560
Paratransit	\$1,260,110
SACOG	\$2,669,188
Ped/Bike	\$1,779,459
Other Jurisdictions	\$3,088,628
Total	\$88,972,946

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 8-1-2020

2. Amount available to jurisdictions for pedestrian and bicycle purposes (Article 3, Section 99233.3)

Attachment A

COUNTY OF SUTTER
March 2022
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2022-2023

County's Estimated June 30, 2022 Balance	\$2,189,297
Local Transportation Fund Income 2022-2023	5,807,305
Less: County Administrative Costs	-2,500
Less: SACOG Administrative Costs	-89,294
	\$7,904,808
Balance for Allocation	\$7,904,808

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction for Article 4 and Article 8 ^{2/}
Sutter County (Unincorporated)	20,410	20.49%	\$1,619,314	\$48,579	\$1,570,735
Live Oak	9,106	9.14%	\$722,463	\$21,674	\$700,789
Yuba City	70,117	70.38%	\$5,563,030	\$166,891	\$5,396,140
TOTALS	99,633	100.00%	\$7,904,808	\$237,144	\$7,667,664

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 8-1-2020

2. Funds available for projects and programs under Article 4 and Article 8.
 All or a portion may be available to the Sutter County depending on outcome of unmet needs finding.

Attachment A

COUNTY OF YOLO
March 2022
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2022-2023

County's Estimated June 30, 2022 Balance	\$3,637,004
Local Transportation Fund Income 2022-2023	12,442,668
Less: County Administrative Costs	-10,000
Less: SACOG Administrative Costs	<u>-179,498</u>
Balance for Allocation	<u><u>\$15,890,174</u></u>

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction for Article 4 and Article 8 ^{2/}
Yolo County (Unincorporated)	27,491	12.70%	\$2,018,626	\$60,559	\$1,958,067
Davis	66,850	30.89%	\$4,908,703	\$147,261	\$4,761,442
West Sacramento	53,915	24.91%	\$3,958,904	\$118,767	\$3,840,137
Winters	7,115	3.29%	\$522,445	\$15,673	\$506,771
Woodland	61,032	28.20%	\$4,481,496	\$134,445	\$4,347,051
TOTALS	216,403	100.00%	\$15,890,174	\$476,705	\$15,413,469

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 8-1-2020

2. Funds available for projects and programs under Article 4 and Article 8.
 All or a portion may be available to the Yolo County depending on outcome of unmet needs finding.

Attachment A

COUNTY OF YUBA
March 2022
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2022-2023

County's Estimated June 30, 2022 Balance	\$239,839
Local Transportation Fund Income 2022-2023	2,760,161
Less: County Administrative Costs	-750
Less: SACOG Administrative Costs	-33,502
	\$2,965,748
Balance for Allocation	\$2,965,748

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction for Article 4 and Article 8 ^{2/}
Yuba County (Unincorporated)	65,019	79.70%	\$2,363,837	\$70,915	\$2,292,922
Marysville	12,844	15.75%	\$466,958	\$14,009	\$452,949
Wheatland	3,712	4.55%	\$134,954	\$4,049	\$130,905
TOTALS	81,575	100.00%	\$2,965,748	\$88,972	\$2,876,776

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 8-1-2020

2. Funds available for projects and programs under Article 4 and Article 8.
 All or a portion may be available to the Yuba County depending on outcome of unmet needs finding.

Fiscal Year 2022-2023-March

County	Administration Fees	Planning Fees	Total Fees
Sacramento	\$1,005,054	\$2,669,189	\$3,674,243
Sutter	\$89,294	\$237,144	\$326,438
Yolo	\$179,498	\$476,705	\$656,203
Yuba	\$33,502	\$88,972	\$122,474
Total	\$1,307,348	\$3,472,010	\$4,779,358

March 2022
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
 Regional Share of Statewide PUC Allocation: **\$24,602,886**
 ALLOCATION OF STATE TRANSIT ASSISTANCE FUNDS (STA)
 FY 2022-2023
 PUBLIC UTILITY CODE SECTION 99313 & 99314

JURISDICTION	POPULATION ^{1/}	POPULATION AS A % OF TOTAL	ALLOCATION PUC 99313 ^{2/}	ALLOCATION PUC 99314 ^{2/}	STA Total
SACRAMENTO COUNTY					
Unincorporated	610,442	30.79%	\$5,614,773	\$76,682	\$5,691,455
Citrus Heights-SacRT	87,583	4.42%	\$805,578		\$805,578
Elk Grove-SacRT	176,124	8.88%	\$1,619,968	\$137,331	\$1,757,299
Folsom-SacRT	80,454	4.06%	\$740,006	\$0	\$740,006
Galt	25,383	1.28%	\$233,470		\$233,470
Isleton	794	0.04%	\$7,303		\$7,303
Rancho Cordova-SacRT	79,332	4.00%	\$729,686		\$729,686
Sacramento-SacRT	524,943	26.48%	\$4,828,364		\$4,828,364
Sacramento Regional Transit District	NA	NA	NA	\$5,572,728	\$5,572,728
YOLO COUNTY					
Unincorporated	27,491	1.39%	\$252,859		\$252,859
Davis	66,850	3.37%	\$614,878	\$190,734	\$805,612
West Sacramento	53,915	2.72%	\$495,904		\$495,904
Winters	7,115	0.36%	\$65,443		\$65,443
Woodland	61,032	3.08%	\$561,365		\$561,365
Yolo County Transportation District	NA	NA	NA	\$302,446	\$302,446
SUTTER COUNTY					
Unincorporated	20,410	1.03%	\$187,729		\$187,729
Live Oak	9,106	0.46%	\$83,756		\$83,756
Yuba City	70,117	3.54%	\$644,928		\$644,928
YUBA COUNTY					
Unincorporated	65,019	3.28%	\$598,037		\$598,037
Marysville	12,844	0.65%	\$118,138		\$118,138
Wheatland	3,712	0.19%	\$34,143		\$34,143
Yuba-Sutter Transit Authority	NA	NA	NA	\$86,638	\$86,638
TOTAL	1,982,666	100.00%	\$18,236,327	\$6,366,559	\$24,602,886

County of Sacramento Total	\$5,614,773
Rancho Cordova City Total	\$729,686
Sacramento City Total	\$4,828,364
Citrus Heights City Total	\$805,578
Folsom City Total	\$740,006
Elk Grove City total	\$1,619,968
Available to SRTD	\$14,046,407
Available to County of Sacramento	\$291,968
Available to Yuba-Sutter Transit Authority	\$1,753,369

% in RT District	Transfer to SRTD
94.8%	\$5,322,805
100.0%	\$729,686
100.0%	\$4,828,364
100.0%	\$805,578
100.0%	\$740,006
100.0%	\$1,619,968
Total	\$14,046,407
99314	\$5,710,059
Total Allocation	19,756,466

Sacramento County
\$291,968

99314
\$137,331 Elk Grove
\$5,572,728 SacRT

- Sources: Report E-5, Department of Finance, Demographic Research Unit, 8-1-2021
- Entire amount must be used for transportation planning and mass transportation purposes.
- 94.8% is reserved for Sacramento Regional Transit District.
- 100% is reserved for Sacramento Regional Transit District.
- 100% is reserved for Yuba-Sutter Transit Authority.
- This is the total PUC Section 99313 Allocation to SACOG for the fiscal year

RESOLUTION 22-80

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
APPROVING AN ALLOCATION OF \$2,049,205 FROM THE TRANSPORTATION
DEVELOPMENT ACT (TDA) FUND (FUND 202) AND AUTHORIZING USE OF \$285,000 IN
FARE REVENUES TOWARD FISCAL YEAR 2022/23 ON-DEMAND RIDESHARE PROGRAM**

WHEREAS, on January 17th, 2018, the City awarded a contract to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., for a one (1) year Pilot operation based on the Contractor's proposal submitted in response to the City's Request for Proposals dated May 26, 2017; and,

WHEREAS, the City Council approved an Amended and Restated Contract on May 1, 2019 to NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc., to continue operations of the West Sacramento On-Demand Rideshare program, launched on May 14, 2018; and

WHEREAS, whereas the May 1, 2019 awarded contract has an expiration date of June 30, 2020, after which operations would otherwise cease and provided that, by mutual agreement, the Contract may be extended annually for a total of up to four (4) additional years; and

WHEREAS, at the June 17, 2020 the City Council, approved a 2-year contract renewal with NoMad Transit LLC to continue operations of the West Sacramento On-Demand Rideshare program from July 1, 2020 through June 30, 2022; and

WHEREAS, the City Council desires to authorize the use of all fare revenues collected from the Program in FY 2021/22, estimated at roughly \$285,000, to be utilized to offset costs of FY 2022/23 operations; and

WHEREAS, the City Council desires to authorize the use of all remaining balance in unspent FY 2021/22 TDA funds allocated to the Program, estimated at roughly \$245,000, to be utilized to offset costs of operating in FY 2022/23; and

WHEREAS, the primary goal of the Transportation Development Act (TDA) Fund (Fund 202) is to support the provision of local transit services; and

WHEREAS, the City's current unrestricted TDA Fund reserve balance is approximately \$3.8M and the total FY 2022/23 TDA Allocation is currently projected at approximately \$4.3M, for a total of \$8.1M in available TDA funds; and

WHEREAS, \$2,049,205 in TDA funds are needed to support the FY 2022/23 operations of the West Sacramento On-Demand Rideshare Program, including up to \$115,000 in City staff time; and

WHEREAS, the City Council desires to authorize staff to include in the FY 2022/23 TDA claim up to \$2,049,205 toward the FY 2022/23 West Sacramento On-Demand Rideshare program operations; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

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

1. The City Council hereby approves amendments to the Capital Improvement Program (CIP) budget for the 2022-23 fiscal year as provided below:

SOURCES

\$2,049,205	202-0000-3110	TDA Funds
<u>\$2,049,205</u>	400-9900-4990/400-14051-4990	Transfer in from TDA Fund
\$2,049,205	Total Sources	

USES

\$2,049,205	400-9900--5530/400-14051-5800	WS On-Demand Rideshare
<u>\$2,049,205</u>	202-9220-5950	Transfer Out to CIP-14051
\$2,049,205	Total Uses	

**Note – Interfund transfers are not included in funding sources and uses totals to avoid duplication of total project budget and funding.*

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council’s adoption of this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 15th day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk

MEETING DATE: June 15, 2022

ITEM # 7

SUBJECT:



CONSIDERATION OF RESOLUTION 22-76 AMENDING THE BOUNDARY OF PREFERENTIAL PARKING PERMIT AREA "B" (WASHINGTON NEIGHBORHOOD)

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Larry Lee, Senior Program Manager – Parking Economic Development and Housing

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide the City Council with sufficient information to consider an amendment to the boundary of the residential Parking Permit Area B at 3rd and D Streets in the Washington Neighborhood.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Find that the modifying the boundary of the residential parking Permit Area B in the Washington Neighborhood is exempt from CEQA pursuant to the Class 1 Categorical Exemption under CEQA (14 CCR 15301) and find that the determination represents the independent judgement of the City; and
2. Adopt Resolution 22-76 (Attachment 1) Modifying Residential Permit Parking Area B at 3rd and D Streets.

BACKGROUND

In 1994, the City Council adopted Ordinance 94-8 establishing the City's first residential parking permit zone, Permit Area A, located in the neighborhood surrounding the old River City High School. At that time, a companion Resolution, 94-90, established a parking permit fee rate in the Book of Fees.

The Permit Area B is in the Washington Neighborhood, in an area roughly bounded by 2nd Street on the east, G Street on the south, 8th Street on the west, and B Street on the north. The Permit Area B was established pursuant to City Council Resolution 00-17, on April 5, 2000. At the time, formation of the permit area was in response to the opening of the Sutter Health Park (formerly Raley Field) ballpark and was intended to mitigate the impact of visitors to the ballpark on the residential character of the neighborhood.

Parking on street in the neighborhood is time limited to either one hour, 90 minutes, or two hours. Vehicles that display a permit issued for the Washington Neighborhood are exempt from the posted time limits. The history of amendments has been in response to new development, both within and adjacent to the Washington Neighborhood. Over the years, the district has been geographically amended on several occasions, including:

- On November 14, 2001, adoption of Resolution 01-129 expanded the boundaries of Permit Area B to include an area bound by 3rd Street on the east (excepting commercial properties fronting 3rd Street), the UPRR mainline tracks on the south, 6th Street on the west, and C Street on the north.
- On February 6, 2002, adoption of Resolution 02-12 expanded the boundaries of the Permit Area B to include an area bounded by 2nd Street on the west, B Street and the mid-block between B Street and Andrew Street on the north, 6th Street on the west, and the extension of Elizabeth Street on the south. This amendment was in response to the impact of commuter parking generated by the Ziggurat office building.
- On December 5, 2012, the Council adopted an on-street parking program associated with the West Capitol Commons (aka "Capitol Yards") multi-family residential project. The action would allow continued 90-minute parking on 3rd street until which time conversion of the parking to a traffic lane is warranted, and limits parking on 3rd, 5th, and G Streets to time limited parking, with no allowance for the issuance of Area B permits to residents of Capitol Yards.
- On August 6, 2014, adoption of Resolution 14-43 expanded the boundaries of Permit Area B to include the Bridge District, an area bounded by Riverfront Street on the west, Highway 50/Pioneer Bridge on the south, the Jefferson Blvd. off ramp on the west, and Tower Bridge Gateway on the north. This amendment created 90-minute limited on street parking, with Area B Permit holders being exempt from those limits.

- On March 16, 2016, the Bridge District was deleted from Permit Area B and converted to Permit Parking Area C. The Permit Parking Area C was later dissolved, and residents were moved to monthly parking options, including at the newly constructed City surface lot at 5th & Bridge Streets.

On February 18, 2015, Council approved a Sustainable Community Strategy for the Washington Neighborhood (e.g., "Washington Realized") which includes a Transient Oriented Development (TOD) Chapter that provides recommendations and management strategies for parking. These recommendations are intended to ultimately be amended into the Washington Specific Plan to affect a shift to TOD patterns of development and densities. The Parking section of the TOD chapter recommends flexibility from strict zoning standards for new dense development with access to city-owned parking resources. This is intended to prevent the oversupply of parking, create feasible projects, and allow the city to retain control over parking users. There are currently 752 on-street parking spaces in the Permit Area "B" which serve the residents and small commercial uses.

On April 24, 2018, the Planning Commission approved minor deviations from the Washington Specific Plan for a proposed multifamily residential project located at 301 D Street. The action included a minor deviation from the Washington Specific Plan to allow 17 required off street parking stalls to be provided on street. The Planning Commission action was contingent on the City Council approving an extension of the residential parking permit program to include the project site and the north side of D Street across from the project site.

The project included a major renovation of an existing vacant commercial structure to 40 residential units. The property is 0.44-acres, and the site is zoned Mixed-Use Neighborhood Commercial (MU-NC). Multi-family residential is allowed by right in the MU-NC zone. At this time staff, is recommending adoption of Resolution 22-76 which would amend the geographic boundaries of Permit Area B to include the angled parking stalls along the north side of the 301 D Street property allowing residents to participate in the Residential Permit Parking Program.

On June 1, 2022, Council adopted Resolution 22-53 amending the fee for the Permit Area B. While the fee remains \$5 per year for residents who were issued a B permit prior to June 1, 2022, the fee for new permit holders is \$95 per month. The fee increases \$20 annually until it reaches \$150 per month in July 2025. Should Council adopt Resolution 22-76 amending the boundary of Permit Area B to include 301 D Street, future residents will be under this newly adopted rate structure and permits will start at \$95 per month.

ANALYSIS

Chapter 10.44 of the Uniform Traffic Code allows for the establishment of Preferential Permit Parking by resolution. Since the establishment of the Permit Area B on April 5, 2000, the geographic boundaries have been modified on several occasions to mitigate the impacts from commuters and visitors to the area. This amendment is intended to accommodate a conversion of a property from commercial to residential uses, whereas the property would have been included in the original boundaries adopted of the Permit Area B should it have been zoned residential at the time.

The Washington Specific Plan included parking standards that are being applied to the project. The 40-unit residential building requires 41 off-street parking stalls before considering reductions for providing secure bicycle parking, car sharing, and on-street parking. Four guest parking stalls are also required, but they can be satisfied by on-street parking. The project provides twelve on-site parking stalls and six motorcycle parking stalls in the existing lot on the west side of the property. One of the stalls is proposed to be dedicated as a car share stall. The municipal code allows for a 20% reduction of the required parking to be provided on-street and a reduction of two spaces for secure bike parking, and an additional two spaces if a car share space is provided. After factoring in these reductions, the project is short 17 off-site parking stalls. The Planning Commission action would allow a deviation from parking standards to allow those 17 parking spaces to be provided on street.

The Planning Commission's action approving the minor deviation from the Washington Specific Plan for on-site parking included the condition that the City Council amend the B Permit Area to include diagonal parking on 4th Street across the street from the project. This area would be marked time limited parking between 8:00 a.m. and 5:00 p.m. to allow for the spaces to serve commercial businesses in the area. The proposed action would comply with this condition.

Environmental Considerations

Staff recommends that the City Council find the proposed project categorically exempt under CEQA (Class 1, 14 CCR 15301). Projects exempted under Class 1, Section 15301(c), consist of the operation, repair or minor alterations of existing highways, streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities involving negligible or no expansion of use.

Commission Recommendation

N/A

Strategic Plan Integration.

The 2017 Strategic Plan Management Agenda included the goal of updating the Washington Specific Plan and providing recommendations on parking policy and parking revenue generation. The action recommended in Resolution 22-76 contributes to both goals.

Alternatives

Staff recommends that the City Council approve the Recommended Action.

Alternatively, the City Council could modify the recommendation in one or more of the following ways:

- 1) Adjust the recommended boundary.
- 2) Decline the Recommended Action.

These alternatives are not recommended as the Planning Commission's action approving the minor deviation from the Washington Specific Plan for on-site parking included the condition that the City Council amend the B Permit Area boundary.

Coordination and Review

This report was coordinated with the Finance Department.

Budget/Cost Impact

The revenue collected from parking permits will be deposited into Fund 219 (Parking Fund). The amendment to the B parking permit area will increase the parking permit revenue to the City.

Cost of installing signs is nominal and estimated to be approximately \$1,000 and will be funded from Fund 219 (Parking Fund).

ATTACHMENTS

1. Resolution 22-76

RESOLUTION 22-76

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
MODIFYING RESIDENTIAL PERMIT PARKING AREA B AT 3rd AND D STREETS**

WHEREAS, Pursuant to Resolution 00-17, the existing Residential Parking Permit Area B was established April 5, 2000, and has been geographically modified at various times since its inception; and

WHEREAS, the use of residential parking permits has been a key tool for managing on-street parking to ensure adequate parking for residents of the Washington Neighborhood as well as visitors to the area; and

WHEREAS, 301 D Street, at the intersection of Third and D streets, was rezoned from Commercial to Mixed Use Neighborhood Commercial (MU-NC); and

WHEREAS, a 40-unit multifamily residential project is currently being constructed at 301 D Street on the site of a former vacant commercial structure; and

WHEREAS, 301 D Street is located adjacent to, but outside of the boundaries of the Permit Area B; and

WHEREAS, on April 24, 2018, the West Sacramento Planning Commission approved a minor deviation to the Washington Specific Plan requirements for on-site parking, subject to the City Council's approval of a modification to the B Permit Area to include 301 D Street and parking spaces on 4th Street across the street from the project; and

WHEREAS, staff is recommending that the City Council consider a minor amendment to the B Permit Area in order include 301 D Street (County APN #010-483-001-000) to support the conversion of a vacant commercial property to residential use.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento that:

1. The City Council adopt Resolution 22-76 amending the boundary of the B Permit Area to include the 301 D Street as shown in Exhibit A; and
2. The on-street parking on either side of the 300 block of D street will continue to allow for time-limited parking as well as residential permit parking that is exempted from time restrictions; and
3. The City Manager is authorized to take any and all actions necessary to amend the B permit boundary.

PASSED AND ADOPTED by the West Sacramento City Council this 15th day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

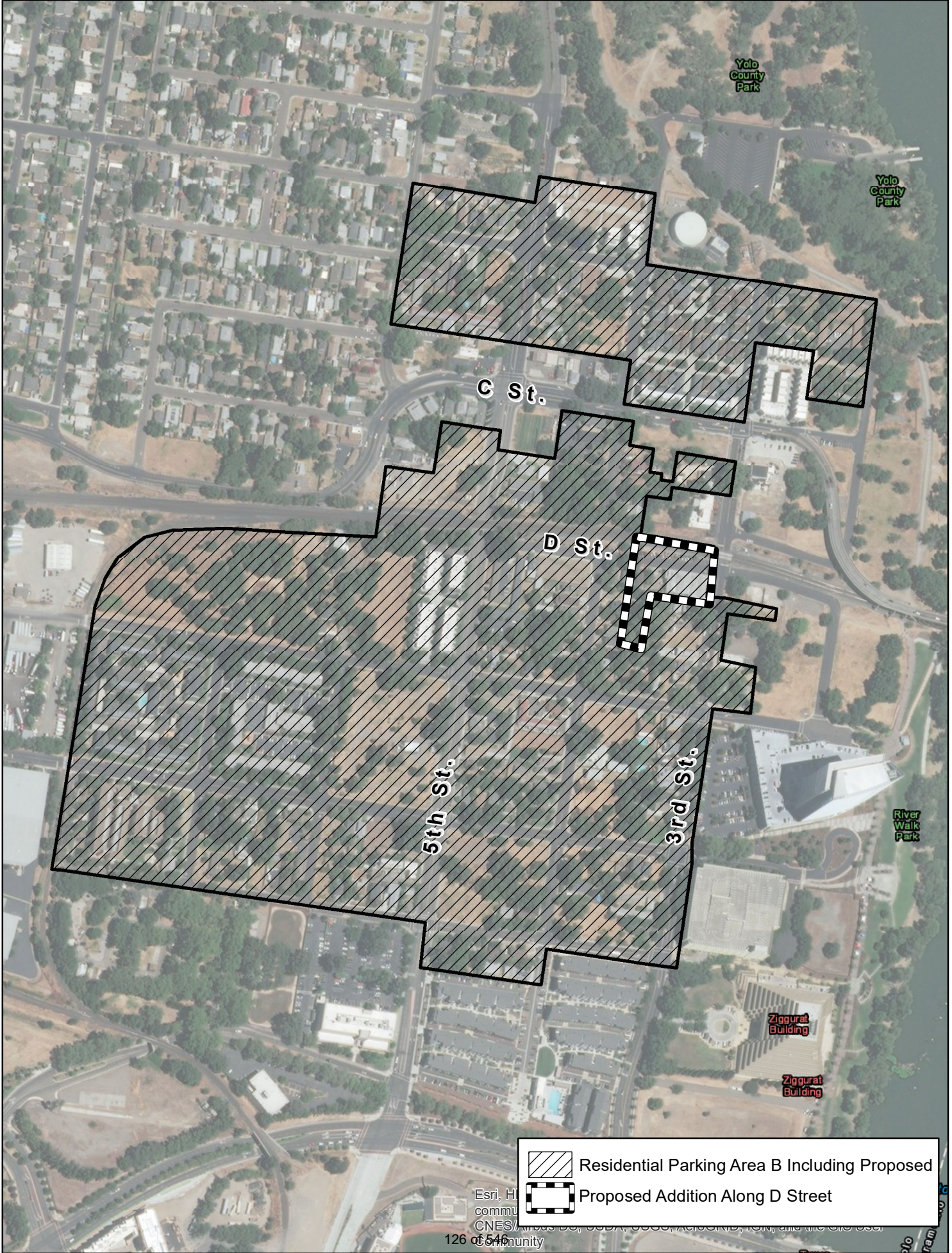
ATTEST:



Martha Guerrero, Mayor

Jennifer Cusmir, City Clerk

“Exhibit A”

(See attached map of boundary of the B Permit Area)



 Residential Parking Area B Including Proposed
 Proposed Addition Along D Street

MEETING DATE: June 15, 2022

ITEM # 8

SUBJECT:

CONSIDERATION OF APPROVAL OF A CONTRACT FOR PROFESSIONAL SERVICES WITH WOOD RODGERS, INC FOR DESIGN OF BRIDGE DISTRICT SURFACE LOTS AND ADOPTION OF RESOLUTION 22-78 AMENDING THE CITY FISCAL YEAR 2021/22 CAPITAL IMPROVEMENT BUDGET TO FUND THE CONTRACT

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Larry Lee, Senior Program Manager – Parking
Economic Development and Housing

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide the City Council with sufficient information for approval of a professional services contract with Wood Rodgers, Inc. for design and support services through the construction phase of new surface lots in the Bridge District.

RECOMMENDED ACTION

Staff respectfully recommends that Council:

1. Find that the contract with Wood Rodgers, Inc is within the scope of the program evaluated in the 2009 Bridge District Specific Plan Supplemental Environmental Impact Report and that no further review under the California Environmental Quality Act is required pursuant to Public Resources Code, Section 21166 and California Code of Regulations, Title 14, Chapter 3 ("CEQA Guidelines"), Section 15162;
2. Adopt Resolution 22-78 transferring \$274,482 of design funding from the Plaza Property Acquisitions project (CIP-15022) to the Bridge District Surface Parking Lots project (CIP-10051) in Fund 405;
3. Authorize the City Manager, or his designee, to approve and execute a contract with Wood Rodgers, Inc. for professional services in an amount not to exceed \$238,680;
4. Authorize the City Manager to approve amendments up to 15% of the \$238,680 total (\$35,802);
5. Authorize the City Manager to take any and all actions reasonably necessary to complete the work described in the Contract, including the approval of minor Contract amendments that, in the opinion of the City Manager and the City Attorney, will not materially alter the purpose of the Contract nor increase the total compensation due under the contract by more than fifteen percent (15%).

BACKGROUND

The Bridge District Specific Plan (BDSP), formerly the Triangle Plan, was adopted in 1993 and significantly updated in 2009. The intent of the BDSP is to provide a framework for the development of a well-planned, waterfront oriented urban district for the City of West Sacramento. The Bridge District, located directly across the Sacramento River from downtown Sacramento, is bounded by the Cemex Cement facility parcel on the south, US50/Business-80 to the west, Tower Bridge Gateway on the north, and the Sacramento River on the east.

The Bridge District in West Sacramento's urban core is designated for compact, mixed-use, transit-oriented development (TOD) containing as much as 12.5 million square feet of development. The 2009 Specific Plan Circulation and Finance Chapters identify the City commitments and role in developing shared parking resources. City zoning was modified in 2012 to incorporate urban parking standards that provide for a portion of parking to be unbundled from the project, pursuant to both the 2009 Specific Plan, Volume 3 Section 8 Action Plan and Bridge District Development Agreements that the City executed with property owners.

The financing strategy for the Bridge District established in the Specific Plan and implemented in Community Facilities District 27 and the Bridge District Infrastructure Financing District1, provides the financing mechanisms that address an array of extraordinary costs where significant and early public and private investment in infrastructure (such as, transit, streets, parking) by necessity, supports private development to accomplish the very dense, urban development contemplated. In these initial stages, the City's role is securing property and constructing and operating surface lots that will generate revenue to support the acquisition of additional land and financing of parking structures and podiums. This is consistent with the City's policy framework for realizing urban-scale transit-oriented development in urban waterfront districts. Control and management of shared interim surface lots is a fundamental step in transitioning to structured parking facilities.

In June 2015, the City Council authorized staff to submit a grant application to the Sacramento Area Council of Governments (SACOG) for Riverfront Street. Staff requested a \$3.7 million Community Design grant to design and construct a 0.3-mile multi-modal street connection to extend Riverfront Street from Mill Street to 15th Street and 5th Street. The proposed project included a two-lane roadway, sidewalks, bike lanes, water, sewer, and storm drains. The plan was to construct Riverfront Street to support Streetcar movements intersecting with Tower Bridge Gateway to the north and 5th Street to the south. In 2016 SACOG awarded the City \$3,681,000 for the design and construction of the Riverfront Street Extension between Mill Street and 15th/5th Street. The scope of work was later modified, for budgetary reasons, to terminate Riverfront Street south of the Hwy 50 structure and add a separated cycle track on Fifth Street.

In September 2016, Council approved a lease with Caltrans for property under Highway 50. The five-year lease has three five-year term extensions at the City's option. In 2021, the lease was extended another five years.

In February 2017, the City awarded a professional services contract to Wood Rodgers, Inc. to prepare environmental documentation, engineering plans, specifications, estimates and provide right-of-way services for the Riverfront Street Extension. Construction work on the Riverfront Extension Project is currently underway.

ANALYSIS

The BDSF and dedicated financing districts provide that the City is to act in concert with the property owners to plan for the funding and development of infrastructure and parking to serve anticipated development. There is a large commercial development being designed and planned in the south area of the District. The property owner has been collaborating with staff to address the parking needs initially in City controlled surface lots located in the leased area underneath Hwy 50 structure and the vacant lot west of 5th Street (wrapped by the Hwy 50 offramp). These would be public lots with monthly permits for sale to residents and employees identical to the 5th and Bridge Street lot management program. With growing development in the Bridge District, shared parking facilities to support and facilitate the BDSF vision will need to be expanded.

Staff has identified the following three locations for these new shared parking facilities:

Lot 1: Under US 50 between 5th Street and the new Riverfront Street Extension

Lot 2: Under US 50 between the new Riverfront Street Extension and the Sacramento River

Lot 3: West of 5th Street wrapped by the US 50 offramp (between Mill and Bridge Streets)

Lots 1 and 2 are within the Caltrans right of way currently leased by the City. Under the lease terms, the City can make tenant improvements at the City's expense with consent from Caltrans. Lot 3 is currently under ownership of Smart Growth Investors II LLC (Smart Growth). In the Bridge District, surface parking resources are only allowed for commercial development if controlled and managed by the City. Smart Growth and staff have identified the conceptual terms for the City to lease the lot, at no cost, to manage a monthly parking use. The improvements will be at an interim level and initial revenues will reimburse the improvements costs. Staff's recommendation is to initiate the design efforts at the time to develop improvements and associated costs necessary for Caltrans approval and any agreements on the private parcel. When the commercial development project moves forward, staff will bring forth an agreement for site control and improvement of the Smart Growth lot. It is expected that improvements would be interim and minor. Interim surface lots in the Bridge District are restricted and regulated by the City. Property owners cannot develop a parcel solely to surface park vehicles—only the City can do so. The intent of this restriction is to support and ensure sustainable development densities in the District. Parking is not permitted as a primary use of a parcel unless it is under City control and operation. Lots 1 and 2 are within the City's active Riverfront Street Extension and 5th Street Widening Project while Lot 3 is adjacent to it.

Staff recommends sole sourcing the contract (Attachment 1) to Wood Rodgers, Inc. for the design and support services through the construction phase of these three surface lots. This includes preparation of improvement plans, specifications, and cost estimates for construction. All three surface lots are located either within or adjacent to the Riverfront Street Extension and 5th Street Widening Project which was designed by Wood Rodgers. Wood Rodgers is currently supporting the construction and has developed all the engineering, permitting, utility and surveying data layers. It is familiar with the project site and constraints, and completed coordination with Caltrans, Central Valley Flood, and adjacent property owners. Hiring a different firm to perform this design work would result in duplication of work, increased costs, and take significantly longer to complete. Time is of the essence to complete the design work, as a development project is actively being planned. Construction of the parking would need to be timed to serve the development when it is occupied. Caltrans review and approval of the plans will be required.

All three surface lots will be operated similar to the City's 5th & Bridge Lot. Pay machines and ParkMobile will be utilized to facilitate pay-by-plate hourly, daily, and monthly parking. Staff will procure pay machines and the associated floor work. Pay machine configuration, installation, maintenance and enforcement will continue to be provided by contract with the City of Sacramento.

Besides serving as surface parking lots, other potential uses include hosting and supporting special events. This includes being the potential future home of the City's farmer's market, currently on Ballpark Drive. The option to locate the farmer's market to a surface lot under Highway 50 could be advantageous due to cover from rain and heat, making it easier to operate year-round and attract/retain a steady customer base. Additionally, the location is less likely to conflict with large events at and around Sutter Health Park.

Environmental Considerations

The work is within the scope of the program evaluated in the 2009 Bridge District Specific Plan Supplemental Environmental Impact Report and that no further review under the California Environmental Quality Act is required pursuant to Public Resources Code, Section 21166 and California Code of Regulations, Title 14, Chapter 3 ("CEQA Guidelines"), Section 15162.

Commission Recommendation

Not applicable

Strategic Plan Integration.

This project also aligns with Vision 2027 *Guiding Principle B, "Riverfront: A Regional Destination,"* providing public access for recreational use with the River Walk. This project will also meet the objectives of Goal 2 ("Riverfront Alive") of the City's Strategic Plan 2012, by implementing the Joint Riverfront Master Plan and enhancing public access, recreational and cultural opportunities. The Project is consistent with the City of West Sacramento's Vision: "A Vibrant City where you can Live, Work, Learn and Play" by making infrastructure improvements for local and commercial uses as intended in the Bridge District Specific Plan. The project is consistent with the Mission to maintain Quality City Infrastructure and Facilities. The project is also related to the 2016 Strategic Plan Policy Agenda Pioneer Bluff/Stone Lock De-Industrialization.

Alternatives

Staff recommends that the City Council:

- 1) Approve the recommended actions as stated above.
- 2) The City Council may choose to adjust the Contract.
- 3) The City Council could choose to not approve the Contract.

Alternatives 2 and 3 are not recommended as this project is being timed to coincide with the occupation date for a large private commercial use in the District.

Coordination and Review

This report was coordinated with the Capital Projects and Finance Departments.

Budget/Cost Impact

There is no new net cost impact to the City as a result of approving Resolution 22-78 transferring \$274,482 from the Plaza Property Acquisition and Design project (CIP-15022) to the Bridge District Surface Parking Lots project (CIP-10051). There is sufficient funding in CIP-15022 to cover the transfer.

City operation of the surface lots will generate new parking revenue that will reimburse these costs to Bridge District Fund 405 and over time will be dedicated to acquisition and construction of additional Bridge District parking facilities. Staff will return to Council to propose the new parking fees at these surface lots. The amount of new revenue is difficult to forecast at this time. The revenue from the lot under Hwy 50 will be shared with Caltrans pursuant to the terms of the City's lease with Caltrans. Revenue from the Smart Growth lot will be pledged to first reimburse Fund 405 for these costs; and any sharing of revenue after that will be provided in a future agreement with Smart Growth that will be brought forward to Council for consideration in the next few months. For the Caltrans properties, rent is currently \$700 per month and is based on the current use. This amount will increase once the Riverfront Street Extension and surface lots are completed. Caltrans has not identified the new lease payment but has stated the increase could be in the form of a revenue share. As an example, the City of Sacramento's monthly rent for the Caltrans lots under Highway 50 is based on a 50% share of gross revenue earned from City operation of the surface lots.

ATTACHMENTS

1. Contract
2. Resolution 22-78
3. Map of Surface Lots

CONTRACT FOR SERVICES

THIS CONTRACT is made on June 15, 2022, by and between the CITY OF WEST SACRAMENTO ("City"), and WOOD RODGERS, INC. ("Consultant").

WITNESSETH:

WHEREAS, the City desires professional services for the design of three surface lots; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated April 19, 2022, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B"** and terminate on **December 31, 2023**.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one year in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed two hundred seventy-four thousand seven hundred eighty-two dollars (\$274,782), without City's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "C"**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than **30** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by the City on any other project without the written permission of the Consultant, shall be at the City's sole risk and the City agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the City or by others acting through the City. The Consultant is not responsible and liability is waived by the City as against the Consultant for use by the City or any other person of any data, reports, plans or drawings not signed by the Consultant.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibit "D"**.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this

Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall protect, hold free and harmless, defend and indemnify the City, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the City, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its

contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of West Sacramento
Economic Development & Housing
Attn: Larry Lee
1110 West Capitol Ave, 3rd Floor
West Sacramento, CA 95691

Consultant: Wood Rogers, INC
Attn: Mark Rayback, President
3301 C St Bldg 100-B
Sacramento, CA 95816

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Jennifer Cusmir, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

WOOD ROGERS, INC

By: _____
Mark Rayback, Vice President

“Exhibit A”

(See Attached Consultant Proposal/Scope of Work)

April 19, 2022

Mr. Vin Cay, PE
Supervising Civil Engineer
City of West Sacramento
1110 West Capitol Avenue, 1st Floor
West Sacramento, California 95691

RE: Proposal for Consulting Services for the Preparation of Improvement Plans for Parking Lot Under US 50 Between Fifth Street and Riverfront Street

Mr. Cay,

Wood Rodgers, Inc. (Wood Rodgers) is pleased to present this Proposal for Consulting Services to prepare improvement plans for parking lots within Caltrans right of way currently leased by the City of West Sacramento (City) under the US 50 Pioneer Bridge. Wood Rodgers understands that three (3) parking lots are being considered: one under US 50 between Fifth Street and Riverfront Street, one under US 50 between Riverfront Street and the Sacramento River levee, and one in the vacant lot adjacent to Fifth Street between Mill Street and Bridge Street. These parking lots would be public lots operated by the City for use by adjacent businesses and residences.

The City is requesting the preparation of improvement plans, specifications, and estimate to construct these parking lots. Locating new driveway and curb cut locations for the parking lots will be a first order of work so that these features can be incorporated into construction of the Riverfront Street Extension Project. The remaining parking lot improvements will be designed and included in a separate standalone plan set. The design and plan preparation of the curb cuts will be performed as part of the Riverfront Extension Project and is not included in this scope of work.

The two proposed parking lots under US 50 will be located within Caltrans right of way. The City currently has a lease agreement in place with Caltrans for City use, but Wood Rodgers anticipates that Caltrans review and approval of the plans will be required.

This letter contains Wood Rodgers Scope of Work, proposed budget, and preliminary schedule for preparing improvement plans for construction.

SCOPE OF WORK

TASK 1 | Project Management and Agency Coordination

Project management and agency coordination will be a continuous activity and will commence with the receipt of the Notice to Proceed and will continue through submittal of the final project deliverables. Key elements of our project management program include regular communication and monthly progress meetings with the City of West Sacramento (in person or virtually), and monthly progress reports that update the City on work progress and direction. The Wood Rodgers' Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget and coordinate said information with the City of West Sacramento Project Manager.

Wood Rodgers' project management program includes regular work progress monitoring and cost control, coordination, and communication. Wood Rodgers' Project Manager is responsible for providing oversight and the controls necessary to ensure that assignments are completed within the budget and schedule for this project. Once project protocol is defined, the Wood Rodgers' Project Manager will maintain close contact with the City of West Sacramento Project Manager and the members of the Project Design Team. Coordination and communication will also occur with Caltrans District 3.

Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review. Our approach to QA/QC, combined with active coordination early in the analysis and design process with the City of West Sacramento, Caltrans, and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

Prior to the submittal of any draft or final document to the City of West Sacramento, an independent review by a senior engineer will be completed as part of our QA/QC review. The reviewer will verify that the documents are prepared in conformance with the contract requirements and generally accepted professional standards of engineering. Wood Rodgers' Project Manager has the general responsibility for ensuring that all elements of the QA/QC are complied with, including that adequate resources are available to perform quality work. Each and every team member is responsible for ensuring quality as an integral part of his/her project responsibility. The senior staff review is an additional check, the final QC review prior to making a submittal.

Task 1 Deliverables

- Assume 5 EA focus meetings with the Project Design Team; includes meeting agenda and minutes.
- Assume 2 EA focus meetings with Caltrans staff; includes meeting agenda and minutes.
- Assumes 10 EA Monthly Progress Reports that will address progress of work: project schedule, information and decision journal required to maintain the project schedule and deliverable completeness, project issues and proposed solutions, anticipated work for the following month, and completed work for the billing month. We will also provide a percent complete for each major tasks.
- Project schedule using Microsoft Project (or other City of West Sacramento preferred scheduling software) with monthly updates as necessary.

TASK 2 | Background Data Collection and Survey

Wood Rodgers will use the topographic survey performed for the Riverfront Street Extension Project, combined with the proposed Riverfront Street Extension Project improvements, to create a topographic 3D digital terrain model in AutoCAD for the parking lot design. Wood Rodgers will perform supplemental field survey under the US 50 Pioneer Bridge to fill in areas of missing topographic data. Supplemental survey may also be needed at the parking lot between Mill Street and Bridge Street. Because of the size of this lot, Wood Rodgers will review a conceptual parking layout with the City prior to performing survey in order to limit survey to just the area that is necessary. Wood Rodgers will use the survey control established for Riverfront Street Extension.

Wood Rodgers has previously obtained as-built information from the City and Caltrans. This information will be used for design. Wood Rodgers does not anticipate obtaining any additional as-built information.

Wood Rodgers has previously obtained as-built information from the City and Caltrans. This information will be used for design. Wood Rodgers does not anticipate obtaining any additional as-built information.

TASK 3 | Drainage, Stormwater, and Landscaping

Task 3.1: Drainage Analysis and Report

Wood Rodgers will prepare a drainage report for the project that will document and confirm that the design of proposed drainage features are in conformance to the City's drainage standards as outlined in Section 4 of the City's Design Standards as well as to the standards outlined in the Caltrans Highway Design Manual (HDM). Existing XPSWMM modeling developed for the Riverfront Street Extension Project and/or the City of West Sacramento Storm Drainage Storm Water Master Plan will be utilized to the fullest extent possible. These model(s) will be updated as needed to reflect site drainage conditions after completion of the project. A draft will be submitted to the City and to Caltrans District 3 Hydraulics. Once comments are addressed, a final signed and stamped version of the drainage report will be submitted to the City and Caltrans District 3 Hydraulics.

Assumptions:

- Design of flow mitigation features (i.e. detention basins) will not be required.
- Two (2) reviews of minor comments from Caltrans Hydraulics staff.

Task 3.2: Storm Water Data Report

Wood Rodgers will prepare a plans, specifications, and estimate level Short Form Storm Water Data Report (SWDR) for the project. The SWDR will be prepared to fulfill the requirements outlined in Caltrans' Project Planning and Design Guide.

Assumptions:

- Less than 1 acre of impervious area will be created and treatment BMPs will not be required to meet Caltrans requirements
- Two reviews with minor comments from Caltrans Stormwater staff

Task 3.3: Landscaping

Wood Rodgers will incorporate landscaping features into the parking lots and will prepare planting and irrigation plans. It is anticipated that the landscaping will incorporate low impact development (LID) features in order to reduce impervious surface area created by the parking lots and to reduce and treat storm water runoff. Wood Rodgers is aware that the existing storm drain system in the area has limited capacity for additional runoff volumes, so reducing runoff volumes will be beneficial. Wood Rodgers will work with both the City and Caltrans for landscaping approval.

TASK 4 | Plans, Specifications, and Estimate

Task 4.1: Preliminary Parking Lot Layout and Curb Cut Locations

Wood Rodgers will prepare a preliminary layout of the parking lots, including driveway locations, parking stall layout, and vehicle circulation analysis for both the parking lots and for delivery vehicles servicing the planned development of the Smart Growth parcel north of US 50 (APN 058-350-031). Wood Rodgers assumes that the City will provide the required design vehicle upon notice to proceed. It is assumed that the parking lots will also be required to provide emergency vehicle access and circulation. Parking lots will be sized to either maximize the number of parking spaces or to provide a set number of parking spaces, as directed by the City. ADA compliant parking stalls will be included as required, and ADA compliant connections will be incorporated between the ADA parking stalls and the sidewalks along Riverfront Street and Fifth Street.

It is Wood Rodgers' understanding that City is not looking for full design of the parking lot at the vacant lot adjacent to Fifth Street between Mill Street and Bridge Street. Improvements at this location will consist of a parking stall striping layout, ADA improvements to add ADA accessible parking stalls and an ADA compliant pedestrian walkway to the traffic signal at Fifth Street and Bridge, and, at the City's request, lighting. Wood Rodgers will not include design of hardscape, other than what is needed for ADA improvements, or drainage/storm drain system at this parking lot.

Wood Rodgers will submit the preliminary parking lot layout to the City for review.

Task 4.1 Deliverables

- Preliminary parking lot layout with vehicle turning movement analysis

Task 4.2: Private Access Driveway (Optional Task)

The planned development may require a private road/driveway connection between Riverfront Street to either Fifth Street or 15th Street in order to provide delivery truck access and circulation. Under an optional task that will only be performed upon City authorization, Wood Rodgers will evaluate and design a road/driveway accessible by delivery trucks at a location to be determined in coordination with the City and/or developer.

If the City directs Wood Rodgers to proceed with design of the private road/driveway, Wood Rodgers will have Blackburn Consulting prepare a pavement section recommendation based on the Traffic Index (TI) number provided by the City. If the TI number is unknown, Wood Rodgers will use projected vehicle traffic volumes to develop the TI number. Blackburn Consulting will develop the pavement section using the R-Value from the Riverfront Street Extension Project Geotechnical Report prepared by Blackburn Consulting. Wood Rodgers and Blackburn Consulting assume that all site investigation and testing necessary to develop the pavement section recommendation have been completed, and that no additional testing will be necessary. If it is determined that additional site investigation or testing is required, additional budget may be needed.

The road/driveway design will be incorporated into the Draft Plans, Specifications, and Estimate described in Task 4.3.

Task 4.3: Draft Plans, Specifications, and Estimate (90% Submittal)

Upon approval of the preliminary parking lot layout, Wood Rodgers will perform and complete the parking lot design, including hardscape, drainage, electrical/lighting, and landscaping. It is assumed that lighting and landscaping will be consistent with the Riverfront Street Extension project. Wood Rodgers will work with the

City to determine maintenance, safety, and landscaping needs, and will incorporate into the design. Payment kiosk's will be included into the design. If requested by the City, Wood Rodgers can incorporate electric vehicle charging stations into the design as well.

Wood Rodgers will use AutoCAD Civil 3D, version 2019 or newer, for the design and drafting software for plan preparation. The following sheets are anticipated to be included in the plan set:

- Title Sheet
- General Notes
- Survey Control
- Typical/Pavement Section
- Layouts
- Construction Details
- Storm Drainage
- Signing and Striping
- Landscaping (Planting and Irrigation)
- Electrical
- Erosion Control/BMP

The 90% submittal will include a complete plan set of all necessary sheets, a draft construction cost estimate, and draft specifications. Wood Rodgers will use the Riverfront Street Extension specifications as a template for the draft specifications unless the City provides a more current template or directs Wood Rodgers otherwise. This 90% submittal is intended as draft submittal for City review and comment prior to issuance of the 100% bid ready plans and specifications. The 90% submittal will be submitted to the City electronically, but hard copies can be provided upon request.

Task 4.3 Deliverables

- 90% Plans, Specifications, and Construction Cost Estimate

Task 4.4: Final Plans, Specifications, and Estimate (100% Submittal)

After City review of the 90% submittal package, Wood Rodgers will schedule a review session, if required, with the pertinent City agencies to discuss review comments and resolve any conflicting comments. Prior to final design submittal, Wood Rodgers will perform an internal quality and constructability review of the entire submittal package. Corrections to the submittal documents are made as per the review comments.

Wood Rodgers will electronically submit the completed 100% submittal to the City for a final review. Wood Rodgers will address any final comments from the City, and will furnish the City of West Sacramento approved plans, specifications, and estimate to be used for project advertising. Approved plans for bidding will be provided electronically, with hard copies available upon request. Technical Specifications submittal will include electronic files in both PDF and Microsoft Word format.

Task 4.4 Deliverables

- 100% Final Plans, Specifications, and Construction Cost Estimate

TASK 5 | Caltrans Coordination and Approval

Wood Rodgers will assist the City with coordinating with Caltrans on any changes necessary to the existing maintenance agreement, airspace lease, etc. Wood Rodgers will prepare an encroachment permit application, if needed, and can submit on the City's behalf. Wood Rodgers will coordinate with Caltrans during design to ensure the parking lots do not conflict with the bridge columns or other features within the Caltrans right of way.

Task 5 Deliverables

- Caltrans Encroachment Permit Application

TASK 6 | Environmental Support

The CEQA and NEPA environmental documents prepared for the Riverfront Street Extension project included the area proposed for the parking lots under US 50. However, because the previously prepared documents did not specifically include a parking lot as an improvement, Wood Rodgers believes a short Addendum will need to be prepared to add this feature to the CEQA documents.

The parking lot at the vacant lot adjacent to Fifth Street between Mill Street and Bridge Street was not included in the Riverfront Street Extension study, but was included in the larger Bridge District environmental document. Due to the age of the Bridge District document, this location may also need an addendum.

Wood Rodgers has included budget to prepare these documents. Wood Rodgers assumes that addendums will only be needed for CEQA due to the project being funded locally. If it is determined that a revalidation will also need to be prepared for NEPA, additional budget may be needed.

Task 6 Deliverables

- Addendum documents to CEQA

TASK 7 | Bidding and Construction Assistance

Wood Rodgers will assist the City during the bidding and construction of the Project. Wood Rodgers will attend the pre-bid meeting, if requested, and assist the City of West Sacramento in answering questions from Contractors during the bidding process as well as assisting the City with bid evaluation as required. Since this portion of work won't be fully defined until design has commenced and near completion, we have included just a preliminary work hour allowance (estimate) with this proposal and this work would proceed on a time-and-materials basis as requested by City.

Typical support services may include:

- Review of bid results
- Review and approve Contractor submittals and shop drawings.
- Attend pre-construction meeting.
- Attend Construction Progress Meetings (Assume 4)
- Attend, as necessary, phone meetings (Assume 4)
- Perform site visits during construction (Assume 2)
- Prepare and submit RFA to Caltrans.
- Provide on-going consultation and interpretation of contract documents.
- Consult with and assist City engineering and construction management staff regarding Contractor proposals, construction issues, and plan revisions.
- Prepare plan and/or specification modifications for contract change orders.

- Assist the City in review of contractor's SWPPP (Storm Water Pollution Prevention Plan) to insure NPDES compliance.
- Prepare Record Drawings based on red-lined plans provided by City.

Assumptions and Special Conditions

This proposal assumes the following:

1. The site plan for the Fulcrum development will be proved prior to or during Task 4.1, and no changes to the site plan that affects parking or truck circulation will be made after submitting the preliminary parking lot layout. If changes are made, additional budget and/or a change to the schedule may be required.
2. No right of way or easement acquisition will be required. Wood Rodgers can provide right of way support and acquisition for an additional fee if requested by the City.
3. New or modified pavement structural sections will follow local standards, and no geotechnical study will be performed.
4. No utility coordination will be required beyond coordination for new lighting and irrigation service points.
5. The project will be 100% funded with local funds, and no Federal funding will be used.

QUOTATION AND SCHEDULE

Wood Rodgers will complete the above Scope of Work on a Time-and-Materials (T/M) basis, with a not-to-exceed without prior authorization budget of **\$238,680**. A detailed project schedule is included as Exhibit A. The current Wood Rodgers Fee Schedule is included as Exhibit B. A detailed budget is included as Exhibit C.

Wood Rodgers is confident that we will provide quality design services on this Project and will strive to deliver improvement plans that meets the Project's overall schedule needs. Should you have any questions about this proposal, please feel free to contact me by phone at (916) 440-8131 or by email at mrayback@woodrogers.com.

Sincerely,

WOOD RODGERS, INC.



Mark Rayback, PE, QSD/QSP
President

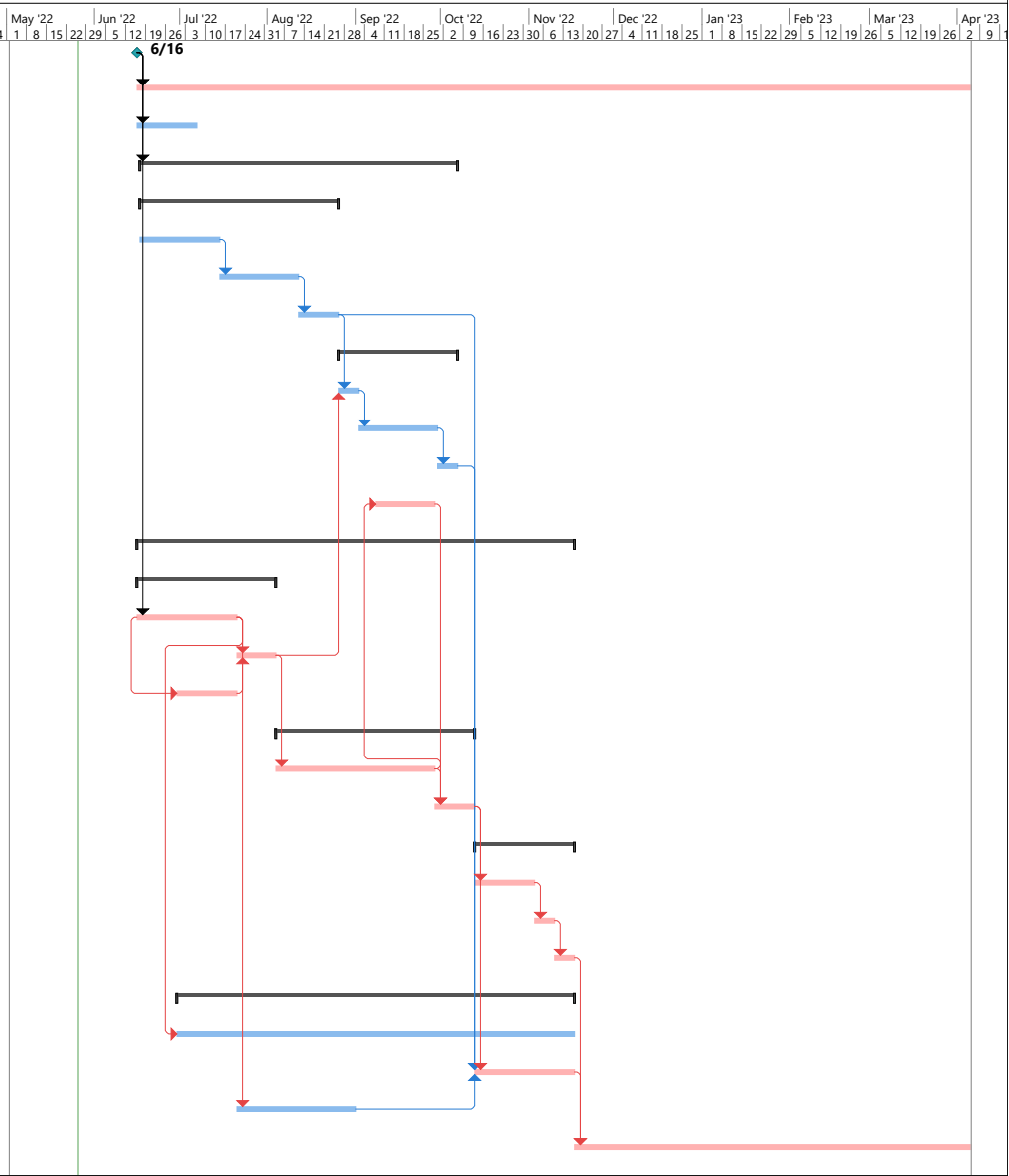
Enclosure

“Exhibit B”

(See Attached Schedule of Performance)

EXHIBIT "B"
CITY OF WEST SACRAMENTO
IMPROVEMENT PLANS FOR PARKING LOT UNDER US 50 BETWEEN FIFTH STREET AND RIVERFRONT STREET
PRELIMINARY PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Thu 6/16/22	Thu 6/16/22
2	Task 1 Project Management	42 wks	Thu 6/16/22	Wed 4/5/23
3	Task 2 Background Data Collection and Survey	3 wks	Thu 6/16/22	Wed 7/6/22
4	Task 3 Drainage, Storm Water, and Landscaping	80 days	Fri 6/17/22	Thu 10/6/22
5	Task 3.1: Drainage Analysis and Report	50 days	Fri 6/17/22	Thu 8/25/22
6	Perform Drainage Analysis and Prepare Draft Drainage Report	4 wks	Fri 6/17/22	Thu 7/14/22
7	City and Caltrans Review	4 wks	Fri 7/15/22	Thu 8/11/22
8	Prepare Final Drainage Report	2 wks	Fri 8/12/22	Thu 8/25/22
9	Task 3.2: Storm Water Data Report	30 days	Fri 8/26/22	Thu 10/6/22
10	Prepare Draft Storm Water Data Report	1 wk	Fri 8/26/22	Thu 9/1/22
11	City and Caltran Review	4 wks	Fri 9/2/22	Thu 9/29/22
12	Prepare Final Storm Water Data Report	1 wk	Fri 9/30/22	Thu 10/6/22
13	Task 3.3: Landscaping	3 wks	Thu 9/8/22	Wed 9/28/22
14	Task 4 Plans, Specifications, and Estimate	110 days	Thu 6/16/22	Wed 11/16/22
15	Task 4.1: Preliminary Parking Lot Layout	35 days	Thu 6/16/22	Wed 8/3/22
16	Prepare Preliminary Layout	5 wks	Thu 6/16/22	Wed 7/20/22
17	City Reivew	2 wks	Thu 7/21/22	Wed 8/3/22
18	Task 4.2: Private Access Driveway	3 wks	Thu 6/30/22	Wed 7/20/22
19	Task 4.3: Draft Plans, Specifications, and Estimate (90% Submittal)	50 days	Thu 8/4/22	Wed 10/12/22
20	Preapare 90% Plans, Specifications, and Estimate	8 wks	Thu 8/4/22	Wed 9/28/22
21	City Review	2 wks	Thu 9/29/22	Wed 10/12/22
22	Task 4.4: Final Plans, Specifications, and Estimate	25 days	Thu 10/13/22	Wed 11/16/22
23	Preapare 100% Plans, Specifications, and Estimate	3 wks	Thu 10/13/22	Wed 11/2/22
24	City Review	1 wk	Thu 11/3/22	Wed 11/9/22
25	Preapare Final Plans, Specifications, and Estimate	1 wk	Thu 11/10/22	Wed 11/16/22
26	Task 5 Caltrans Coordination	100 days	Thu 6/30/22	Wed 11/16/22
27	Caltrans Coordiation	5 mons	Thu 6/30/22	Wed 11/16/22
28	Submit Encroachment Permit Application	5 wks	Thu 10/13/22	Wed 11/16/22
29	Task 6 Environmental Support	6 wks	Thu 7/21/22	Wed 8/31/22
30	Task 7 Bidding and Construction Assistance	5 mons	Thu 11/17/22	Wed 4/5/23



Critical		Split		Finish-only		Baseline Milestone		Manual Summary		Inactive Task	
Critical Split		Task Progress		Duration-only		Milestone		Project Summary		Inactive Milestone	
Critical Progress		Manual Task		Baseline		Summary Progress		External Tasks		Inactive Summary	
Task		Start-only		Baseline Split		Summary		External Milestone		Deadline	

“Exhibit C”

(See Attached Schedule of Fees)

EXHIBIT C

Schedule of Fees



SACRAMENTO & ROSEVILLE FEE SCHEDULE
Effective January 1, 2022


CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$265
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$235
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$215
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$205
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$195
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$160
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$125
Designer	\$90
Senior CAD Technician/Graphics Designer II	\$160
Senior CAD Technician/Graphics Designer I	\$140
CAD Technician/Graphics Designer	\$125
Project Coordinator	\$140
Administrative Assistant	\$105
1 Person Survey Crew	\$220
2 Person Survey Crew	\$320
3 Person Survey Crew	\$410
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 58.5 cents per mile.

Fee Schedule subject to change January 1, 2023.

Improvement Plans for Parking Lot Under US 50 Between Fifth Street and Riverfront Street

 Task Description	WOOD RODGERS										TOTAL COST	
	Principal in Charge	Project Manager	Senior Engineer I	Project Engineer II	Engineer II	Engineer I	Senior CAD Tech. I	2 Person Survey Crew	Project Coordinator	TOTAL HOURS		
	\$265	\$215	\$205	\$195	\$175	\$160	\$140	\$320	\$140			
TASK 1 - PROJECT MANAGEMENT AND AGENCY COORDINATION	20	16	0	8	8	0	0	0	12	64	\$13,380	
TASK 2 - BACKGROUND DATA COLLECTION AND SURVEY	0	4	4	0	12	20	0	16	0	56	\$12,100	
TASK 3 - DRAINAGE, STORM WATER, & LANDSCAPING	0	12	28	44	76	96	0	0	4	260	\$46,120	
Task 3.1 - Drainage Analysis and Report		8	16	24	40	48			4	140		
Task 3.2 - Storm Water Data Report		4	8	12	18	24				66		
Task 3.3 -Landscaping			4	8	18	24				54		
TASK 4 - PLANS, SPECIFICATIONS, & ESTIMATE	8	50	48	56	198	296	40	0	8	704	\$122,360	
Task 4.1 - Preliminary Parking Lot Layout	2	16		8	40	72				138		
Task 4.2 -Private Access Driveway (Optional Task)	2	10		4	60	100				176		
Task 4.3 - Draft Plans, Specifications, & Estimate (90% Submittal)	2	16	40	28	80	100	32		4	302		
Task 4.4 -Final Plans, Specifications, & Estimate (100% Submittal)	2	8	8	16	18	24	8		4	88		
TASK 5 - CALTRANS COORDINATION AND APPROVAL	8	16	8	8	16	4	0	0	4	64	\$12,760	
TASK 6 - ENVIRONMENTAL SUPPORT	0	2	8	0	16	0	0	0	0	26	\$4,870	
TASK 7 - BIDDING AND CONSTRUCTION ASSISTANCE	4	20	8	8	32	40	8	0	4	124	\$22,240	
TOTAL HOURS	40	120	104	124	358	456	48	16	32	1,298		
TOTAL LABOR COST	\$10,600	\$25,800	\$21,320	\$24,180	\$62,650	\$72,960	\$6,720	\$5,120	\$4,480		\$233,830	
DIRECT EXPENSE COSTS												
											Blackburn Consulting	\$4,000
											Mileage	\$100
											Plotting, Printing	\$500
											Mailing and Delivery	\$250
											TOTAL DIRECT EXPENSE COST	\$4,850
PROJECT TOTAL COST (LABOR + DIRECT EXPENSE)											\$238,680	

“Exhibit D”

(See Attached Certificate of Compliance with Labor Code § 3700)

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Mark Rayback, President

Consultant Questionnaire

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name Wood Rogers Inc June 1, 2022 (Agreement Date)

Name of Consultant* Mark Rayback (First Name) (Middle Initial) (Last Name)

Company address 3301 C St Bldg 100-B Phone (916) 341-7760

City, State, Zip Sacramento, CA 95816

Contracting City Dept. Economic Development and Housing

Estimated Date of Project Completion December 31, 2023

A. Will consultant make governmental decision whether to Sacramento, CA 95816

- 1. Approve a rate, rule, or regulation? Yes No
2. Adopt or enforce a law? Yes No
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No
6. Grant agency approval to a plan, design, report, study, or similar item? Yes No
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No

B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No

Will consultant manage public investments? Yes No

Larry Lee Name of City Staff Person Completing Questionnaire

May 16, 2022 Date

*If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation

RESOLUTION 22-78

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO APPROVING A BUDGET AMENDMENT OF
\$274,482 FROM THE PLAZA PROPERTY ACQUISITIONS AND PHASE 12 PROJECT (CIP-
15022) TO THE BRIDGE DISTRICT SURFACE LOTS PROJECT (CIP-10051) FOR FISCAL
YEAR 2021-22**

WHEREAS, with growing development in the Bridge District, there continues to be strong demand for new shared parking facilities to support and facilitate the BDSP to develop a well-planned, waterfront orientated urban district; and

WHEREAS, staff has identified three (3) locations for these new shared parking facilities and desire professional services for the design of three surface lots; and

WHEREAS, the City has determined the only suitable and acceptable source of supply is Wood Rogers, Inc for the design and support services through the construction phase of the three (3) surface lots; and

WHEREAS, an appropriation of \$274,482 in funding is necessary to fund the contract; and

WHEREAS, there is sufficient funds in the Plaza Property Acquisitions and Phase 12 project (CIP-15022) and staff requests to transfer \$274,482 from the project to the Bridge District Surface Parking Lots project (CIP-10051).

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

1. The City Council hereby approves amendments to the CIP for the 2021-22 fiscal year as listed below.

SOURCES:

\$274,482	405-9098-5530/405-15022-5800	Plaza Prop Acq and Phase 12 Project Bgt
<u>\$274,482</u>	405-9098-4990/405-10051-4990	Transfer In from CIP-15022
\$274,482	TOTAL SOURCES	

USES:

\$274,482	405-9098-5530/405-10051-5800	B.D. Surface Lots Project Bgt
<u>\$274,482</u>	405-9098-5950/405-15022-5950	Transfer Out from CIP-10051
\$274,482	TOTAL USES	

**Note: Interfund Transfers are not included in total sources and uses to avoid duplication of total costs.*

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council’s adoption of this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

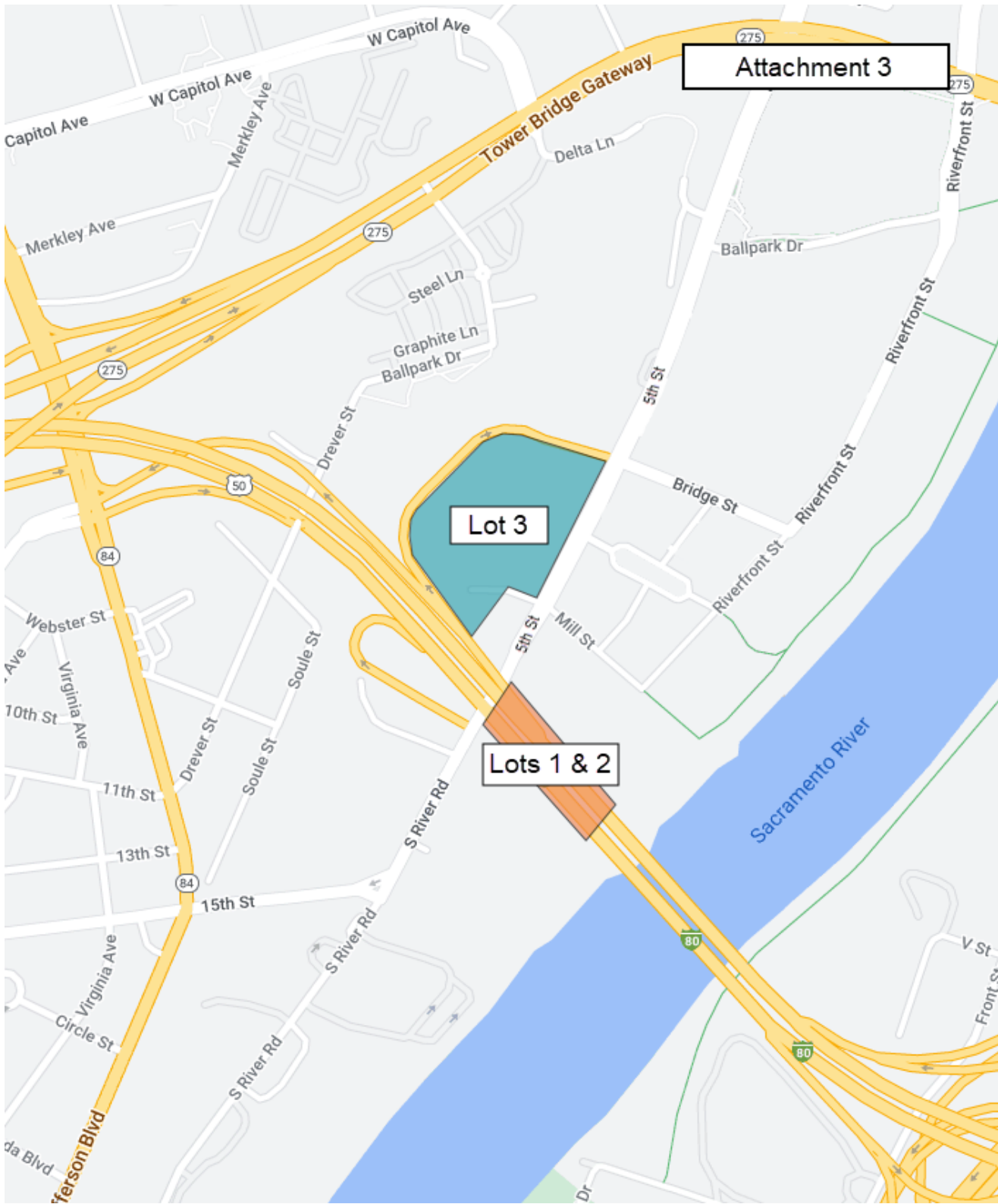
PASSED AND ADOPTED by the West Sacramento City Council this 15th day of June 2022, by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk



MEETING DATE: June 15, 2022

ITEM # 9



SUBJECT:
CONSIDERATION OF THE TERMS OF SUCCESSOR AGREEMENT AND ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST SACRAMENTO AND THE WEST SACRAMENTO FIREFIGHTER’S ASSOCIATION AND ADOPTION OF RESOLUTION 22-82 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR 2022/23

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Amanda Berlin, Assistant City Manager
 Liane Lee, Human Resources Manager
 Kaitlyn Montez, Sr. Human Resources Analyst
City Manager’s Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to seek City Council consideration of a two-year (2) year successor Memorandum of Understanding (MOU) between the City of West Sacramento and the West Sacramento Firefighter’s Association (FFA) and Resolution 22-82, approving related budget amendments.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the terms of the successor agreement and adopt the Memorandum of Understanding between the City of West Sacramento and the West Sacramento Firefighter’s Association effective June 1, 2022 through May 31, 2024;
2. Approve the updated Classification Plan (Salary Schedule) and Benefits Summary; and
3. Adopt Resolution 22-82 approving amendments to the approved biennial budget for Fiscal Year 2022/23 to fund the proposed salary and benefit changes.

BACKGROUND

The current MOU between the City of West Sacramento (City) and FFA expired on May 31, 2022. Negotiations for a successor MOU commenced on March 16, 2022. A tentative agreement was reached on May 31, 2022. Represented members of FFA ratified the tentative agreement on June 9, 2022.

The negotiated economic terms of the successor agreement are specifically designed to foster recruitment and retention through increasing the competitiveness of compensation.

ANALYSIS

The City and FFA agreed to a two (2) year MOU effective June 1, 2022 through May 31, 2024. The successor MOU is attached hereto as Attachments 1 (Redline) and 2 (Clean) and contains a number of non-economic and economic terms. Key economic points of the tentative agreement are as follows:

1. Effective the first payroll period after ratification and approval by the City Council, employees shall receive a general salary increase of three percent (3.0%).
2. Effective the first payroll period after ratification and approval by the City Council, employees shall receive a 1% equity increase.
3. Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum equivalent payment of the general salary increase and equity adjustments retroactive to pay period inclusive of June 1, 2022.
4. Effective the pay period inclusive of July 1, 2023, employees shall receive a general salary increase of three percent (3.0%).
5. Effective the pay period inclusive of July 1, 2023, employees shall receive a 0.5% equity increase.
6. Effective the first payroll period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum signing bonus of three percent (3%) of annual base pay.
7. Effective pay period inclusive of July 1, 2023, employees will receive a one-time, non-PERSable lump sum retention payment of three percent (3%) of annual base pay.
8. Effective the first payroll period after ratification and approval by the City Council, increase cap on incentives from 6.5% to 8.5%.
9. Effective the first payroll period after ratification and approval by the City Council, include Chainsaw Operations certificate one percent (1.0%), and paramedic license two and one-half percent (2.5%) to eligible incentives under the education incentive section.

10. Effective the first payroll period after ratification and approval by the City Council, allow prior years of qualifying service to be included in their City years of service to count toward their accrual tier for vacation rate and retiree health savings.
11. Effective the first payroll period after ratification and approval by the City Council, increase monthly medical contribution from Employee only - \$865 to \$905/month, Employee +1 - \$1,255 to \$1,358/month, Employee +2 - \$1,625 to \$1,773/month.
12. Effective the first payroll period after ratification and approval by the City Council, increase uniform allowance from \$850 to \$1000 annually accrued every pay period.
13. Effective the first payroll period after ratification and approval by the City Council, increase reimbursable assistance differential from 5% to 10%.

Environmental Considerations

Not applicable.

Commission Recommendation

Not applicable.

Strategic Plan Integration

These recommendations support the City Council's Mission to provide Quality Municipal Services and a City government that is financially sound with a superior workforce.

Alternatives

The City Council may choose to accept or reject any or all of the terms of the agreement. However, should the terms of this agreement be rejected or modified, the City and the Union will have to reopen negotiations.

Coordination and Review

Representatives of the FFAA and the City of West Sacramento (Human Resources & Finance) have agreed to the terms of the agreement. The FFAA membership ratified the tentative agreement on June 9, 2022.

Budget/Cost Impact

The approval of the MOU with the West Sacramento Firefighter's Association will result in a total additional cost of \$998,064 in Fiscal Year 2022/23 (\$834,213 ongoing costs and \$163,851 in one-time costs) and \$1,363,092 in FY 2023/24 (\$1,194,326 in ongoing costs and \$168,766 in one-time costs). Ongoing costs are borne primarily by the General Fund, with approximately 3% of costs borne by Measure K fund. One-time costs of \$10,996 will be funded by the Measure K Fund while remaining one-time costs of and the one-time costs of \$321,620 are proposed to be funded using available one-time Measure N Public Safety fund balance. This item requests adoption of Resolution 22-82 approving amendments to the adopted budget for the General Fund, Measure K Fund, and the Measure N Fund to fund the proposed changes in salary and benefits for the Firefighter's Association MOU for FY 2022/23. Future MOU costs will be included in the next biennial budget.

ATTACHMENT(S)

1. Memorandum of Understanding (Redline)
2. Memorandum of Understanding (Clean)
3. Benefit Summary (Redline)
4. Benefit Summary (Clean)
5. FFA Salary Schedules effective 6/18/2022 and 7/1/2023
6. Resolution 22-82

MEMORANDUM
OF
UNDERSTANDING



BETWEEN

THE CITY OF WEST SACRAMENTO
AND
LOCAL 522 / WEST SACRAMENTO
FIREFIGHTER'S ASSOCIATION

Effective June 1, 2022~~19~~ through May 31, 2024~~2~~

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1. RECITALS

- 1.1. This memorandum of Understanding is entered into by and between the City of West Sacramento, hereinafter referred to as the "CITY" and Local 522, hereinafter referred to as the "Local 522."
- 1.2. The City Council, or its designated agent(s) shall represent the City.
- 1.3. Local 522, or its designated agent(s) shall represent the employees in the bargaining unit represented by Local 522.
- 1.4. The City recognizes Local 522 as the sole and exclusive bargaining agent for all full-time employees of the City who are in the Firefighter, Fire Engineer, and Fire Captain classifications.
- 1.5. This Memorandum of Understanding shall be binding upon any successor employee organization, which is designated by Local 522 during the term of this agreement as their representative of the members of which they have been designated to represent. Recognition by the City of any successor employee organization to Local 522 shall be based upon that organization's adherence to all provision(s) of this agreement.

2. MANAGEMENT RIGHTS

Except as otherwise limited by a specific term of a labor agreement, the City has, and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
- To schedule working hours and assign work.
- To establish, modify, or change work schedules or standards.
- To direct the workforce, including the right to hire, assign, promote, demote, or transfer an employee.

- To determine the location of all work assignments and facilities.
- To determine the layout and the machinery, equipment or materials to be used.
- To determine processes, techniques, methods and means of all operations, including changes, allocations, or adjustment of any machinery or equipment.
- To determine the size and composition of the work force.
- To determine policy and procedures affecting the selection or training of employees.
- To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- To control and determine the use and location of City employees, property, material, machinery, or equipment.
- To schedule the operation of, and to determine the number and duration of shifts.
- To determine and enforce safety, health, and property protection measures and require adherence thereto.
- To transfer work from one job site to another or from one location or unit to another.
- To introduce new, improved, or different methods of operations, or to change existing methods.
- To layoff employees from duty for lack of work, lack of funds, or any other reason.
- To reprimand, suspend, discharge, or otherwise discipline employees.
- To discharge probationary employees without right of appeal.
- To establish, modify, determine, or eliminate job classifications and allocate City positions to such classification.
- To promulgate, modify, and enforce work rules, safety rules, and regulations.
- To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

- To take all necessary actions to prepare for and carry out its mission in emergencies.
- To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.
- No Arbitrator shall have the authority to diminish any of the City rights included in this section.

Any agreement by the City to meet and confer or meet and consult over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

3. LOCAL 522 RIGHTS

3.1. Financial Reports

Upon request, Local 522 shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Human Resources Manager. Copies of such reports shall be available to employees at the offices of Local 522.

Failure to file such a report within one hundred (100) days of the close of the Local 522's fiscal year shall result in the termination of all dues deductions, without jeopardy to any employee, until said report is filed.

3.2. Payroll Deductions

The City shall deduct Local 522 dues, initiation fees, assessments, and associated provided insurance from each pay check. The City shall promptly pay to the designated payee all sums so deducted.

3.3. Hold Harmless

Local 522 shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the collection of dues. In no event shall the City be required to pay from its own funds Local 522 Association dues, initiation fees, assessments and association provided insurance.

3.4. Local 522 Release Time

Local 522 shall have a reasonable amount of release time for labor negotiations with the City and associated meetings and for employee/employer relations' matters involving the City and Local 522.

For other Local 522 business, a union time bank has been established. The bank will allow designated representatives to utilize time for the sole purpose of performing or conducting Local 522 activities, subject to the following conditions:

1. Employees may donate only vacation, CTO or holiday hours from ~~their~~his/her accrued leave balance to the bank. Such donation shall be voluntary, non-revocable and not returnable to the employee. An employee must complete a voluntary donation form to allow the deduction of hours. Effective the first full calendar quarter following final approval of this MOU, donations will only be allowed during the first two weeks of each calendar quarter (i.e. January, April, July and October.)
2. The maximum number of hours any member shall donate is twelve (12) hours per calendar year. Upon receipt of the voluntary donation form, Human Resources will immediately add those hours to the union time bank. The union time bank will be maintained by the Human Resources Division. Human Resources will provide a semi-annual report on bank transactions to the West Sacramento Unit Representative, Local 522.
3. Use of the union leave bank shall be approved through the department's normal leave request process and shall not be unreasonably denied.
4. When the designated representative takes approved leave, the union time bank will be charged an hour and a half for each hour an employee's replacement is required to work, if needed. If no employee overtime is needed, the deduction will be on an hour to hour basis.
5. Union leave is authorized only to the amount of credit existing in the bank. The remaining unused amount in the bank on December 31st shall be carried over into the next calendar year.

6. Local 522 shall indemnify and hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section or in reliance on any documentation furnished under this section.

7. During the term of this contract only, the City shall ~~make pilot a program of~~ providing ~~400~~²⁵⁰ hours annually for the President, Vice President or other Officers or Directors of the Union of temporary time off with pay, for the purpose of investigating grievances; disciplinary matters; employer/employee training; attending to organization training sessions; seminars; business meetings; elected board meetings; conventions and/or conferences. Sufficient advance notice shall be provided to the Department so that release time may be arranged. Release time for all of the above meetings shall be subject to the scheduling needs of the department. The unused hours may roll over annually as of September 1; the maximum amount of hours banked shall be 600 hours.

3.4.1. Use of Release Time

Use of Local 522 release time is subject to reasonable advance requests. Such request shall be to the ~~Battalion~~^{Duty} Chief. Approval of the release time must be received before the employee uses the time. The department shall reasonably grant or deny release time based upon legitimate operating needs.

3.5. Meetings

Local 522 shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of such use. Such use shall not interfere with the regular course of doing business.

4. NO STRIKE PROVISION

4.1. Job Action

The officers, agents, representatives, and/or members agree that during the term of this agreement they will not honor any job action by any other employee(s) or recognize a picket line of a labor organization while in the course of the performance of their official duties.

4.2. Local 522 Responsibility

In the event of an unauthorized job action, as specified in 4.1 above, the City agrees that there will be no liability on the part of Local 522 provided the employee organization promptly and publicly disavows such unauthorized action, immediately orders the employees to resume work, and attempts to bring about a prompt resumption of normal operations, and provided, further that Local 522 notified the City in writing within forty-eight (48) hours after the commencement of such job action, as to the measures it has taken to comply with the provisions of this agreement.

4.3. Disciplinary Action

Should Local 522 fail to adhere to, or in any way violate the "No Strike Provision" in this agreement, the City may, in addition to any lawful remedies or disciplinary actions available, suspend any and all of the rights and privileges accorded Local 522 under any resolution, rule, or regulations of the City or any Memorandum of Understanding with Local 522, including, but not limited to, the suspension of recognition of Local 522.

5. NON DISCRIMINATION PROVISION

No person in the employment of the City or seeking employment thereby shall be appointed, reduced, or removed, or in any way favored or discriminated against because of race, religion, color, sex, gender, sexual orientation, national or ethnic origin, ancestry, citizenship status, uniformed member status, marital status, pregnancy, age, medical condition (cancer or HIV/AIDS related), genetic characteristic and physical or mental disability (actual or perceived) or political affiliation. The City has adopted Affirmative Action and Sexual Harassment policies to help ensure fair employment practices. The City shall ensure that all employment practices are in compliance with the Americans with Disabilities Act.

6. SICK LEAVE

- 6.1.** Sick leave is defined as the absence from duty by an employee because of:
- 6.1.1.** [Their/His/her](#) own illness or injury or exposure to a contagious disease which incapacitates such employee from [their/his or her](#) duties;
 - 6.1.2.** [Their/His/her](#) own medical or dental appointment(s); or
 - 6.1.3.** [They/He/she](#) must care for a member of [their/his or her](#) family because of illness, injury or exposure to a contagious disease and when the care of such employee is definitely required, or for [their/his/her](#) family member's medical or dental appointments.
 - 6.1.3.1.** As used in this subsection, "family" means husband, wife, domestic partner, child, brother, sister, parents, grandparents or spouse's parents, brother in law, sister in law or grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (refers to a person who has put [themselves/him/herself](#) in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption.
 - 6.1.3.2** Sick leave, not to exceed three (3) work shifts or seventy-two (72) hours in a calendar year, may be taken by an employee for the attendance upon a member of [their/his/her](#) immediate family because of illness, injury, or exposure to contagious disease and when attendance of such employee is definitely required, or for [their/his/her](#) family member's medical or dental appointments.
- 6.2.** The Fire Chief or designee, may request a doctor's certificate as proof of necessity for absence in excess of four (4) [consecutive shifts \(96 hours\) days](#) in order for sick leave with pay to be granted. The parties agree that such means shall not be used to harass or intimidate employees or discourage appropriate use of sick leave. If a pattern has been established where an employee has taken sick leave on certain days of the week (e.g., holidays, last day of the workweek) a doctor's note may be requested.
- 6.3.** Personnel assigned to the forty-eight (48)/ninety-six (96) schedule shall earn sick leave at the rate of one-half (1/2) shift per month.

- 6.4. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- 6.5. In the event of an employee's death or layoff, up to fifty percent (50%) of accumulated sick leave will be paid off. At retirement, an employee has two (2) options regarding [their/his/her](#) accumulated sick leave. The employee can choose up to fifty percent (50%) cash-out, the remaining percent of the employee's unpaid accumulated sick leave is reported to CalPERS for additional service credit OR in lieu of receiving any cash-out, the employee may choose to have one hundred percent (100%) of the accumulated sick leave reported to CalPERS.
- 6.6. An employee who is incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such request upon return to normal duty.

7. BEREAVEMENT LEAVE

- 7.1. Each employee shall be granted leave without loss of pay for up to two (2) work shifts in the event of the death of a member of the employee's immediate family. For the purpose of this section, "immediate family" shall be defined as parents, step-parents, husband, wife, children (including step-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

In the case of the death of other close relatives, including the employee's brother-in-law, sister-in-law, step-brothers, step-sisters, aunts, uncles, grandparents, or grandchildren, the employee shall be granted time off with pay for one (1) work shift.

- 7.2. Additional time off with pay may be granted by the City when an employee's emotional condition warrants such consideration, however, such additional time off shall be subtracted from the employee's sick or other leave time.

8. VACATION

8.1. General Provisions

A Manual of Operating Procedures section for scheduling vacations and holidays has been developed between the Department and Union.

8.2. Accumulation of Vacation Leave

Vacation leave is ~~accrued~~accumulated yearly, and is computed on the basis of the employee's hire date as a full-time employee.

Annual vacation leave may not be accumulated; it must be used from year to year as accumulated, except as otherwise provided herein.

8.2.1

Effective the first pay period after ratification and approval by the City Council, employees may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.

8.3. Scheduling Vacations

No more than two (2) members of each shift may be on vacation at a single time; however, during periods where sufficient staffing is available to provide adequate fire protection, the Fire Chief may authorize more than two (2) employees to be on vacation at the same time. Priority of vacation selection shall be by department seniority, without regard to rank.

8.3.1 Vacation Change

If an employee is the only one off on a particular shift, they may move their vacation to another shift where they are the only one off.

8.4. Vacation Accrual Schedule

Year of Service *	56-hour Employee Accrual Rate Per Pay Period**	Maximum Vacation Shifts Accrued During Service Year ***
-------------------	--	---

1 st	5.538	6
2 nd	5.538	6
3 rd	5.538	6
4 th	5.538	6
5 th	5.538	6
6 th	8.308	9
7 th	8.308	9
8 th	8.308	9
9 th	8.308	9
10 th	8.308	9
11 th +	11.076	12

- * 1st year of service is from 56-hour employee hire date to first anniversary. 2nd year of service is from first anniversary to second anniversary. Subsequent service years follow this pattern.
- ** Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- *** Service years do not correspond with calendar years for all employees. Number of shifts available at time of December Vacation Picks will vary depending on hire date. For example, an employee hired on January 1, 2012 would accrue 6 shifts in 2012 and have 6 shifts available to use in 2013; an employee hired on April 1, 2012 would accrue 4.5 shifts and have 4.5 shifts available for use in 2013; an employee hired on July 1, 2012 would accrue 3 shifts and have 3 shifts available for use in 2013; and, an employee hired on October 1, 2012 would accrue 1.5 shifts and would have 1.5 shifts available for use in 2013.

8.5. Vacation Buy-Back

Shift employees may sell back seventy-two (72) hours annually and those on a forty- (40) hour workweek may sell back forty-eight (48) hours annually.

[Shift employees shall be able to float up seventy-two \(72\) hours annually and those on a forty \(40\) hour workweek shall be able to float up to forty-eight \(48\) hours annually for purposes of vacation sell back. Any hours floated but not scheduled by the end of the calendar year will be paid out up to the maximum allowable sell back amount of 72 hours for employees on shift and 48 hours for employees on 40-hour workweek unless employee is able to schedule the time off when one or fewer other employees is already off, consistent with department practice.](#)

9. HOLIDAYS

- 9.1. All forty-eight (48)/ninety-six (96) hour personnel will receive six (6) twenty-four (24) hour shifts per year as holidays. Holidays may be taken in the form of compensation or time off or any combination thereof.
- 9.2. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- 9.3. Shift personnel assigned to work on a City designated holiday shall receive one and one-half (1-1/2) times their straight time hourly rate for a maximum of sixteen (16) hours per shift.

For personnel assigned to a 40-hour week, when a City designated holiday falls on regularly scheduled weekday, if they elect to work the holiday, they shall receive one and one-half (1-1/2) times their straight time hourly rate. If they elect to not work the holiday, they will receive holiday pay at their hourly rate for their hours on that day.

- 9.4. The requirements of Section 9.310-2 above shall be instituted for the following holidays:
- a) New Year's Day (January 1)
 - b) Martin Luther King Jr.'s Birthday (Third Monday in January)
 - c) President's Day (Third Monday in February)
 - d) Memorial Day (Last Monday in May)
 - e) Independence Day (July 4)
 - f) Labor Day (First Monday in September)
 - g) Veteran's Day (November 11)
 - h) Thanksgiving Day (Fourth Thursday in November)
 - i) Day after Thanksgiving Day (Friday following Thanksgiving)
 - j) Christmas Day (December 25)

10. RETIREMENT

- 10.1. The City shall continue retirement coverage for all employees under the California Public Employees' Retirement system (CalPERS).

For employees hired before December 15, 2012, the City's former "Safety Fire Plan" has been assigned to the CalPERS Safety 3% @ 50 Risk Pool. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of the Safety 3% @ 50 Risk Pool are located in Appendix B.

Should CalPERS at any time amend the Risk Pool Mandatory Benefits to either add, delete or modify benefits, the City has no obligation to meet and confer with the Union over these changes.

For employees hired on or after December 15, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, the second-tier retirement formula shall be 3% @ 55. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of the Safety 3% @ 55 Risk Pool are located in Appendix B.

For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), the retirement formula shall be 2.7% @ 57. Employees shall have a member contribution rate of fifty percent (50%) of the total normal cost rate. The current mandated and optional benefits of the Safety 2.7% @ 57 Risk Pool are located in Appendix B. These Fire Safety Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

10.2 Employee Contribution To Employer Share

~~As soon as administratively possible, the City will amend its contract with CalPERS to share an additional cost with the employees per PERS Section 20516. The additional employee contribution towards the employer share of retirement per PERS Section 20516 contract amendment by all employees is outlined below. As applicable, the employee contribution will be made pre tax.~~

~~Effective July 1, 2020, all employees shall pay point five percent (.5%) of PERSable compensation towards the employer share of CalPERS retirement pursuant to PERS Code Section 20516.~~

Effective July 1, 2021, all employees shall continue to pay an additional point five percent (.5%), for a total of one percent (1%), of PERSable compensation towards the employer share of CalPERS

retirement pursuant to PERS Code Section 20516. As applicable, the employee contribution will be made pre-tax.

11. UNIFORM ALLOWANCE

- 11.1.** Each employee shall receive an annual uniform allowance of one thousand eight hundred fifty dollars (\$1000850). Employees shall receive their uniform allowance in the last pay period of the calendar year equal installments paid in each regular biweekly payroll after earning it.
- 11.2.** Within the first two (2) years of employment with the City, employees shall purchase Class A uniforms. Class A uniforms shall comply with department standard.

12. HEALTH INSURANCE

- 12.1.** The City shall continue enrollment in the State of California Public Employees' Retirement System (CalPERS) Health Insurance Program.
- 12.2.** A cafeteria plan for health benefits (medical, dental, and vision) is provided to employees, with the City contributing \$750 per month for employee only coverage or medical opt-out, \$875 per month for employee plus one coverage and \$1,025 per month for employee plus two or more coverage. Employees must purchase dental and vision coverage at the employee only level. If the employee still has money left over after the purchase of medical (if elected), vision and dental insurance plans the employee can divert the remainder to a City deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law.
- 12.3.** Effective the first of the month after ratification and approval by the City Council, the first calendar day of the month following ratification by the Fire Association and approval by the City Council, the employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:
- Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed \$905865 per month.
 - Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed \$1,358255 per month.

- Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed \$1,~~773~~625 per month.
- In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision.

12.4. ~~Current employees are grandfathered into their existing contribution/opt-out selection for the term of this contract, which shall expire coterminous with the contract on May 31, 2022. Thereafter, e~~Effective the first of the month after ratification and approval by the City Council, employees hired on or before June 30, 2019, who choose not to participate in any of the City's medical plans (opt-out) and show proof of enrollment in another group medical plan shall receive four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected. This shall be referred to as "Share the Savings." ~~In addition, if a grandfathered employee makes any change to their medical, dental or vision selections during the term of the agreement, they will then be subject to the contribution rates identified in 12.3 and the \$475 opt-out rate, along with city-paid dental and vision up to the family rate.~~

Employees hired into the Firefighter classification on or after July 1, 2019, or who return to employment with the City, who participate in Share the Savings will receive four hundred and seventy-five dollars (\$475) plus City paid dental/vision at the Employee Only rate. Employees may purchase dental/vision coverage up to the family rate with the Share the Savings funds.

12.5. RETIREE HEALTH INSURANCE

12.5.1 Employees first hired on or before June 30, 2019

Pursuant to provisions of the CalPERS Health Insurance Program, the City shall pay up to \$750 per month for employees retired on the CalPERS Retirement Program. Dental insurance coverage may continue upon retirement, at the retiree's own expense. Vision insurance is only available for eighteen months, per COBRA, and is at the retiree's own expense.

12.5.2 Employees first hired on or after July 1, 2019

For new employees first hired on or after July 1, 2019, the City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). Rehired employees will fall under the medical retirement tier based on original date of hire.

The following contributions shall be made to the employees Retiree Health Savings Account (RHS). After accruing ten (10) continuous years of service with the City, and upon separation from the City, employees may draw from the City contribution in this account. Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.

- From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account.
- After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.
- After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.
- After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account.

12.5.2.1

Effective the first pay period after ratification and approval by the City, employees first hired after July 1, 2019 may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must

[be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.](#)

12.5.3 Rehired employees

Rehired employees will fall under the medical retirement tier based on original date of hire.

13. COMPENSATION

13.1. Salary

Effective the first payroll period after ratification by the Fire Association and approval by the City Council, the salary range for each classification will consist of five (5) steps (A through E) with approximately 5% between each step.

Effective the first pay period after ratification and approval by the City Council, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3.0%) [retroactive to June 1, 2019](#).

Effective the first pay period after ratification and approval by the City Council, the [classifications of Firefighter, Fire Engineer and Fire Captain shall receive an](#) ~~equity adjustment retroactive to June 1 of one percent (1%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services, 2019, as follows:~~ [following classifications shall receive](#)

[Firefighter](#) ~~1.5%~~

[Fire Engineer](#) ~~1.0%~~

[Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum equivalent payment of the general salary increase and equity adjustments retroactive to pay period inclusive of June 1, 2022.](#)

Effective the pay period inclusive of July 1, 2023~~30~~, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3%).

Effective the pay period inclusive of July 1, ~~2020~~2023, the classifications of Firefighter, Fire Engineer and Fire Captain following classifications shall receive an equity adjustment of one-half percent (0.5%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services. ~~as follows:~~

~~Firefighter~~ — 1.0%

~~Fire Engineer~~ — 0.75%

~~Fire Captain~~ — 0.50%

~~Effective the pay period inclusive of July 1, 2021, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3%).~~

Equity adjustment shall precede general salary increases.

13.2. Fire Staff Premium Assignment

Fire Personnel who are routinely and consistently assigned to administrative work during normal hours of employment that may differ from the work schedule of other fire suppression personnel by the Fire Chief shall receive an additional five percent (5%) during the term of their assignment. The Fire Chief or designee will assign such duties and determine the number of employees receiving this assignment at their sole discretion.

13.2.1. Employees on light/limited duty capacity are not eligible to receive an additional five percent (5%) if assigned to administrative work as part of their light/limited duty.

13.3. Educational Incentive Pay

Maximum educational incentive that may be obtained is eight percent (8~~6.5~~%) of base pay per employee. New certificates must be earned off duty. Employees possessing both an AA/AS and BA/BS will be paid at the highest certificate amount.

Education/Certificate	Amount
-----------------------	--------

BA/BS	4%
AA/AS	2%
Fire Science/Fire Technology Certificate	2%
Fire Officer Certificate or Company Officer Coursework Completed	2%
Fire Driver/Operator Certificate or Fire Apparatus Driver/Operator Pump Coursework	2%
Fire Investigator I Certificate	1.5%
Fire Instructor I Certificate	1%
HazMat Technician Certificate	1%
HazMat Specialist Certificate	1.5%
Boat Operator Certificate	1.5%
Swift Water Rescue Certificate	1%
Rescues Systems 1	0.5%
Chainsaw Operations	1%
Paramedic License	2.5%

[The incentives in this section shall be cumulative and not compounded. Compensation changes in Section 13.3 shall be effective the first payroll period after ratification and approval by the City Council.](#)

13.4. Overtime Pay

The City and Association have agreed to utilize a twenty-four (24) day/one hundred eight-two (182) hour work period pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA). Actual scheduled hours in the twenty-four (24) day period are one hundred ninety-two (192). Hours worked in excess of one hundred eight-two (182) hours in the twenty-four (24) day work period will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

13.4.1. All overtime worked as a result of emergency call back or station staffing will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

13.4.2. Compensation leave will be provided in lieu of overtime pay at the same rates that would be accrued for pay purposes. It shall be the employee's responsibility to notify the City when compensation leave is desired in lieu of overtime pay.

13.4.2.1 Within 30 days of ratification and approval by the City Council, the parties will reconvene to negotiate operationalizing compensatory leave cash out options.

13.4.3. Maximum accumulation of compensation time shall be one hundred twenty (120) hours for shift personnel.

13.4.4. Time worked as a continuation of the normal twenty-four (24) hour shift shall be compensated in accordance with the Federal Fair Labor Standards Act; that is, time worked shall be rounded to the nearest twelve (12) minute increment.

13.4.5. When an employee, after completing ~~their~~his/her normal work shift and after leaving ~~their~~his/her work facility, responds to an authorized order to return to duty to perform emergency or non-scheduled services, ~~they~~he/she shall be guaranteed the opportunity to work for two (2) hours or be paid two (2) hours in-lieu of work.

13.5. Out of Classification Pay

13.5.1. The Fire Chief or ~~his~~her designee shall make out-of-class assignments. A Firefighter temporarily assigned out-of-class to a Fire Engineer, a Fire Engineer temporarily assigned out-of-class to a Fire Captain, and a Fire Captain temporarily assigned out-of-class to a Fire Battalion Chief, shall be paid fifty dollars (\$50) for a full shift or two dollars eight cents (\$2.08) per hour if less than a full twenty-four (24) hour shift.

A Firefighter temporarily assigned out-of-class to a Fire Captain shall be paid seventy-five dollars (\$75) for a full shift or three dollars thirteen cents (\$3.13) per hour if less than a full twenty-four (24) hour shift.

13.5.2. To be eligible for such out-of-class, the individual must have passed the promotional examination for the next higher rank, or pass qualifying criteria as set by the City.

13.6. Standby Pay

Employees shall be paid two dollars (\$2.00) per hour for any hours worked on a standby assignment. The Fire Chief or ~~his/her~~ designee shall determine standby schedules. Standby is voluntary. If an employee volunteers for standby, then the following provisions apply:

- Standby may be for up to a twenty-four (24) hour period.
- When called out, the employee shall be under the functional supervision of the Battalion Duty Chief or Incident Commander.
- The employee must be able to get to the scene within fifteen (15) minutes. When assigned to standby, the employee may not consume any alcoholic beverage or engage in any other activities, which would affect their/his/her ability to effectively respond and perform their/his/her duties.
- They employee shall have a cell phone/pager with them/him/her at all times while on standby.
- When an employee is on a standby assignment, they/he/she shall be paid for a minimum of two (2) hours work at the overtime rate when called out.

13.7. Signing and Retention Bonus

Effective the first pay period after ratification and approval by the City Council, all Fire Association members will receive a one-time, non-PERSable lump sum signing bonus in the amount of ~~three~~ percent (31%) of annual hourly rate of pay~~base rate of pay~~.

Effective the pay period inclusive of July 1, 2023, all Fire Association members will receive a one-time, non-PERSable signing lump sum retention bonus payment in the amount of three percent (3%) of annual hourly rate of pay.

13.8. Bilingual Pay

Employee's possessing and utilizing bilingual skills on duty shall receive bilingual pay in the amount of five percent (5%) of their hourly rate of pay. The number of employees, languages available, and the qualification requirements will be determined by the City.

13.9. Rates of Pay

13.9.1. Hourly Rate of Pay

The hourly rate of pay for all employees shall mean the employee's current hourly rate without any additional pays.

13.9.2. Regular Rate of Pay

The regular rate of pay for all employees shall mean the employee's current hourly rate of pay plus all differentials and incentives (including Fire Staff Premium Pay, Educational Incentive Pay, Standby Pay, Bilingual Pay, Medical in Lieu (opt out)) for which the employee qualifies under this MOU.

13.9.3. Separation Rate of Pay

The separation rate of pay for all employees shall mean the employee's current hourly rate of pay at time of separation plus the following incentives: Fire Staff Premium Pay, Bilingual Pay, and Educational Incentive Pay, for which the employee qualifies under this MOU.

13.10. Strike Team/Overhead -OES Deployments

Employees assigned to a reimbursable strike team/overhead Office of Emergency Services' deployments (i.e., Strike Team Leader, (Line EMT-, PIO, Overhead or other recognized positions) shall receive a tenfive percent (105%) differential for any reimbursable strike team/overhead incident. The pay differential shall apply from the time of deployment to the employee's return from the deployment. USAR deployments are excluded from this pay differential.

14. EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION REQUIREMENT

All employees are required to have and maintain an EMT-1A or FS certificate. This shall be a condition of employment.

15. SCHEDULE AND HOURS**15.1. Duty Schedule**

All shift personnel shall work a forty-eight (48)/ninety-six (96) hour schedule. (48 hours on duty, followed by 96 hours off duty.) All forty-eight (48)/ninety-six (96) hour shift personnel shall report for duty at 0800 hours and go off duty at 0800, forty-eight (48) hours later.

Example Duty Schedule: (Regular Shift Personnel)

"X" denotes workday or duty shift

"O" denotes day off or shift off

XXOOOO

15.2. Station Assignments and Transfers

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may express their preference for station assignments and/or transfers.

15.3. Shift Trades

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may request voluntary shift trades.

15.4. Out of County Return [Pilot](#)

15.4.1. For the term of this MOU ~~only (2019—2022) a [Pilot](#)~~ program will be available to employees who participate in a strike team or other out of county assignment for a minimum of ~~ten~~[fourteen](#) (104) days, and upon return to the City during their regularly schedule shift, shall be placed on rest and recovery up to a maximum of twelve (12) hours and shall not be required to utilize their accrued paid leave for the rest and recovery time. [Upon request, the employee may utilize their accrued paid leave \(CTO, Vacation or Holiday\) for rest and recovery for the remainder of the 24-hour shift.](#) Employees may participate in the [Pilot](#) Program once annually.

15.4.2. Employees requesting rest and recovery upon return from subsequent participation on strike teams or out of county assignment will require the employee utilize their accrued paid leave if they return to the City during their regularly scheduled shift, or they may be place on paid rest and recovery up to a maximum of twelve (12) hours at the determination of the Fire Chief or their designee.

15.4.3. During this period, employees placed on administrative leave for rest and recovery are prohibited from working another position.

16. DEPARTMENT SENIORITY LIST

16.1. Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Fire Department (~~Westgate, Bryte and Washington~~) as full-time employees. Reserve, part-time, or extra-help employment will not be credited.

16.1.1 When two (2) or more employees are assigned to the payroll on the same date, preference in the placement on the list shall be given based on relative standing on the eligibility list.

If the eligibility list ranking of two or more employees hired on the same date is the same, seniority shall be in order of the individual's total time as a full-time Firefighter in the State of California. If the ranking of two or more employees hired on the same date is the same and their total time as full-time Firefighter in the State of California is the same, then seniority shall be determined by drawing of lot.

17. LAYOFFS

17.1. Order of Layoff

Layoffs shall be based on the inverse order of seniority as set out in the seniority roster last provided to Local 522, pursuant to the hereinafter-mentioned Memorandum of Understanding, with any additions or deletions of employees' names appended thereto by action of the City Council. Layoffs hereunder shall be so that employees with the least seniority shall be laid off first.

17.2. Seniority

The seniority date of an employee and ~~their~~^{his/her} position on the seniority roster, shall be determined pursuant to criteria set out in the Memorandum of Understanding between Local 522 and the City.

17.3. Seniority Roster Availability

A current copy of the Seniority Roster shall be made available for inspection at reasonable times to employees upon request.

17.4. Employee Notice

The employee shall be given a thirty (30) calendar day written notice of layoff or demotion by the City Council or its authorized representative. The notice of layoff or demotion shall include the following information:

- a) Reason for layoff or demotion; and
- b) Effective date of layoff or demotion.

17.5. Layoff Hearing

An employee who received a Notice of Layoff shall be entitled to request a hearing before the Council or its authorized representative prior to the effective date of the layoff. Such a request shall be made within fourteen (14) calendar days of service of the Notice of Layoff of the adoption of the rules and procedures by the Council, whichever occurs last. Failure to make such a request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of persons to be laid off and the procedure used to layoff. The employee shall have the right to be represented by a representative of their/his/her choosing, to present evidence, and to cross examine any witnesses. Within fourteen (14) calendar days following the hearing, the Council shall issue findings of fact, conclusions, and an order affirming or revoking the layoff of the employee. Said findings, conclusion, and order shall be served on the employee by placing them in a sealed envelope and mailing them by first class mail, postage prepaid, to the last known address of the employee. Unless the Council orders revocation of the Notice of Layoff, the employee shall be laid off at the date set forth in the Notice of Layoff.

If, after request, the hearing is not held prior to the effective date of layoff as set forth in the Notice of Layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Council. In such case, the Council shall set a new effective date of layoff in their order unless they order revocation of the original notice.

17.6. Future Vacancies

When vacancies occur within five (5) years thereafter, such reduced or laid off employees shall be given the opportunity to be rehired or advanced to their former classification from the established layoff eligibility list on the basis of seniority prior to the employment of any new eligibles; provided, however, that such eligibles meet a physical examination. If any such laid off employee fails to report for duty within thirty (30) calendar days after mailing to them/him/her of a written notice by registered mail to the last known address, they/he/she shall lose the/his/her right to be hired.

18. REPAIR OR REPLACEMENT OF DAMAGED PERSONAL PROPERTY

The City agrees to reimburse employees for damaged personal property according to the City's Administrative Policy No. II-E-8.

19. RULES, REGULATIONS MEET AND CONFER CONSIDERATIONS

- 19.1.** Should the City propose changes in City Rules and Regulations or wages, hours, and working conditions which fall within the scope of representation; the City shall give notice to Local 522 and upon request, meet and confer upon those changes.
- 19.2.** Copies of any Memorandum of Understanding resulting here from and/or Rules and Regulations shall be posted on-line or sent to Local 522 members upon request.
- 19.3.** Both parties agree to begin negotiations six months prior to the contract expiration date. It is agreed that when both parties enter into the meet and confer process, the following criteria shall be used:
- a) Internal classification relationships;
 - b) Labor market conditions;
 - c) Financial condition of the City;

- d) Cost of living analysis;
- e) Benchmark survey of total compensation

20. PROBATIONARY PERIOD

20.1. Purpose

To enable the City and the Fire Chief to exercise sound discretion in filling positions within the City.

20.2. New Hires

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) months probationary service. During this probationary period, the Fire Chief may terminate the employment for unsatisfactory performance. Provided, however, no probationary employee shall be terminated because of sex, race, religion, political belief or Local 522 membership. Probationary employees terminated during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

20.3. Promotion

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. During this probationary period, the Fire Chief may cancel the appointment to a higher rank if during this period [they/he/she](#) shall deem [them/him/her](#) unfit for such appointment based on material reasons. In the event of unsatisfactory performance, an employee may be demoted to [their/his/her](#) previous permanent rank.

21. WORKING CONDITIONS

21.1. The City shall provide and maintain a station environment consistent with reasonable standards of safety, sanitation, comfort, and appearance. The station environment includes, but is not

limited to: kitchen, rest rooms, dormitory, beds and mattresses, station furniture, lighting, floor covering, exercise facilities, and apparatus area.

- 21.2. Employees of the City shall care for such station environment consistent with the highest possible standard.
- 21.3. The City shall furnish bed sheets, pillow coverings, and bath towels.
- 21.4. Changes in said station environment constitute changes in working conditions and are therefore negotiable.
- 21.5. The City shall pay the cost for enrolling and participation in the approved Safety Exposure Reporting Program.
- 21.6. The City recognizes that the West Sacramento Firefighters are professional firefighters, and that all duties will be those related to the Fire Service as determined by agreed upon job descriptions.

22. PROMOTIONAL EXAMINATIONS

- 22.1. Notice of promotional tests to be administered and the dates and time of said tests shall be conspicuously posted in all stations a minimum of thirty (30) calendar days prior to the test date(s). Promotional lists will be established after results of tests are final.
- 22.2. The City shall conduct promotional examinations for the classification of Fire Engineer and Fire Captain on an alternating bi-annual basis. As a result of these examinations, the City shall establish and maintain a promotional list for the above classifications for the two (2) year period between the examinations.

22.3. Rule of Five (5)

The Rule of Five (5) shall be interpreted as follows:

For the first job opening available, five (5) eligible candidates will be interviewed. For each additional job opening, one (1) additional eligible candidate will be interviewed. For example, if there are three (3) job openings, seven (7) candidates will be interviewed. In the event of a tie

score within the candidate pool to be interviewed, all candidates with the same score will be interviewed.

22.4. List Ranking

Results of promotional examinations shall be provided to each candidate to include their own placement on the list in rank order. Additionally, when the Fire Chief or [his/her](#) designee receives the eligibility list, it will show the rank order for all eligible candidates.

22.5. Minimum Qualifications

A candidate possessing a BA/BS will be deemed to have met all educational requirements, regardless of the field of study.

23. NON-DISCIPLINARY GRIEVANCE AND ARBITRATION PROCEDURE

23.1. Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

23.2. Definitions of Grievance

Grievance: A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of any Memorandum of Understanding, rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the City Personnel Rules.

23.3. Informal Grievance Procedures

The grievant shall orally discuss [their/his/her](#) grievance with [their/his/her](#) immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee

could reasonably have expected to have had knowledge of such event, but in no event longer than thirty (30) days from the act or omission. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure shall not prejudice the grievant. The supervisor shall have seven (7) days to give an answer to the employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

23.4. Formal Grievance Procedure

23.4.1. Level I

If a grievant is not satisfied with the resolution at the informal level, ~~they~~ he/she may, within five (5) days of receipt of such answer, file a formal written grievance on a prescribed form with ~~their~~ his/her supervisor. The supervisor within five (5) days thereafter shall give a written answer to the grievant.

23.4.2. Level II

If the grievant is not satisfied with the written answer from ~~their~~ his/her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the Department Head shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

23.4.3. Level III

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or ~~his/her~~ designee. Within twenty (20) days of the receipt of the written appeal, the City Manager or ~~his/her~~ designee shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

23.4.4. Level IV

If the grievant is not satisfied by the decision made by the City Manager, they/he/she must submit a written request within fifteen (15) days of the receipt of the response from the City Manager for a hearing before the Adjustment Board. Either party may request that Level IV be waived and that the appeal be elevated to Level V, arbitration. If the parties do not mutually agree to waive the Adjustment Board within the time frame as specified above; that is within fifteen (15) days of the receipt of the response from the City Manager, the grievance will proceed to the Adjustment Board. If the parties do mutually agree to waive the Adjustment Board, the grievance will proceed to Section 24.5, Selection of Arbitrator.

The hearing before the Adjustment Board shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the hearing at least fifteen (15) days prior to the hearing.

The Adjustment Board will be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.

23.4.5. Level V

If the Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within fifteen (15) days of the written receipt of the Adjustment Board decision, require that the grievance be referred to an impartial Arbitrator.

23.5. Selection of Arbitrator

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service

(SMCS) of the State of California Public Relations Board shall be requested to submit a list of five (5) Arbitrators and, from such, the employee and the City Manager or ~~his/her~~ designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager ~~or~~ ~~his/her~~ designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager or ~~his/her~~ designee may require the parties to strike names for a replacement hearing officer.

23.6. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

The Arbitrator shall conduct a hearing and shall either issue an oral bench decision or shall, within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the Arbitrator shall be final.

23.7. Automatic Advances

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority, as designated in the grievance procedure, who does have the authority to respond.

23.8. Cost of Grievance Arbitration

The cost of the arbitration, including the Arbitrator's fee, shall be shared equally by the employee and the City.

23.9. Time Limits

Time limits are considered an integral and important part of the grievance procedure, and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry [theirhis/her](#) grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized, and any right to pursue the grievance further shall be deemed waived and abandoned. If a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

24. DISCIPLINARY PROCEDURE

This procedure shall be followed for the following disciplinary actions: suspension without pay, reduction in pay, demotion, or dismissal. Specific grounds for disciplinary action are outlined in Section 4.9 of the City Personnel Rules.

24.1. Purpose

The purpose of the disciplinary procedure is to provide employees subject to disciplinary action with all rights to which they are entitled by law; to provide an orderly procedure for pre-action notice, response, implementation, and appeal; to correct deficiencies in employee performance and to assure improvement to meet job standards.

24.2. Employee Representation

An employee may have a representative present at all stages of the disciplinary process as outlined in Sections 25.4 through 25.10 provided that the representative is not a party to the action.

24.3. Administrative Leave

An employee may be placed on administrative leave, with pay, pending investigation of facts possibly giving rise to the potential need for discipline.

24.4. Notice of Proposed Disciplinary Action

Prior to suspension without pay, reduction in pay, demotion, or dismissal, the employee shall be provided the following:

- a) Notice of the proposed action;
- b) The reasons for the proposed action;
- c) A copy of the charges and any materials upon which the proposed action is based;
- d) Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative, which may be an attorney;
- e) The date and time of the response meeting during which the employee and ~~th~~his/~~he~~er representative shall have an opportunity to refute the charges or present facts that may not be known;
- f) Notice that if the employee fails to attend the response meeting, the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

24.5. Notice of the Response Meeting

Notice of the response meeting shall be given no less than seven (7) days prior to the meeting.

24.6. Response Meeting

At the time and place set for the meeting giving the employee an opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative. Neither party shall be entitled to call witnesses or take testimony. At the meeting, the City Manager or ~~his~~his/~~her~~her designee may consider information contained in the charges and recommendations, as well as information presented by the employee or ~~the~~the~~his~~his/~~he~~her representative. At the conclusion of the response meeting or within seven (7) days, the City Manager or ~~his~~his/~~her~~her designee shall issue an order either implementing or determining not to implement the action. The City Manager or ~~his~~his/~~her~~her designee may implement an action that is of lesser severity than that which was initially proposed.

24.7. Implementation of Decision

When discipline is imposed, a copy of the order shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

- a) A statement of the nature of the discipline imposed;
- b) The effective date of the discipline;
- c) A statement of the causes for the discipline;
- d) A statement of the specific facts or omissions upon which the discipline is based; and
- e) A statement advising the employee of ~~the~~his/her rights to appeal the disciplinary action. This statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

24.8. Disciplinary Appeal Procedure

The employee, or ~~his/her~~ representative, after service of an order of disciplinary action as specified in Section 25.7 may request that the matter be submitted to an impartial Arbitrator. A written request for a hearing before an Arbitrator must be served on the City Manager or ~~his/her~~ representative within ten (10) days following receipt of the order of discipline. The demand for a hearing shall include:

- a) Specific grounds for review; and
- b) Copies of materials on which the appeal is based.

24.9. Selection of Arbitrator

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California Public Employment Relations Board shall be requested to submit a list of five (5) Arbitrators, and from such, the employee or ~~their~~his/her representative and the City Manager or ~~his/her~~ designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or ~~his/her~~ designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

24.10. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full-scale evidentiary hearing with full due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. Within thirty (30) days of the conclusion of the hearing, the Arbitrator shall render a written decision. The decision of the Arbitrator shall be provided to both parties. Any decision of the Arbitrator shall be binding to both parties. The decision of the Arbitrator shall be final subject only to judicial review pursuant to the Code of Civil Procedure Section 1094.6.

24.11. Cost of Disciplinary Arbitration

The cost of the Arbitrator and any expenses associated with the hearing shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

25. MATERNITY, PATERNITY, AND FAMILY CARE LEAVE

25.1. Maternity and Paternity Leave

Specific requirements are outlined in section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

25.2. Family and Medical Leave

Specific requirements are outlined in section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

26. HAZARDOUS MATERIAL RESPONSE

The City will meet and confer with Local 522 in the event that the City changes the current level of response to hazardous material calls.

27. TERM

The term of the Memorandum of Understanding shall be for a period of ~~twenty-four~~^{thirty-six} (24~~36~~) months beginning on June 1, 20~~22~~¹⁹, and continuing through May 31, 20~~22~~⁴².

DATED: _____

Martha Guerrero, Mayor
City of West Sacramento

[Trevor Jamison](#), President
IAFF Local 522/West Sacramento Firefighter's

Greg Fonts, President
West Sacramento Firefighter's Association

APPENDIX "A" LEAVE CONVERSION - 40 HOUR PERSONNEL

One twenty-four (24) hour shift of leave time (i.e., vacation, holiday, or sick leave) is equivalent to two (2) eight-hour (8) days (i.e., sixteen (16) hours). Members assigned to a forty (40) hour workweek will accrue leave based on the following conversion factor:

- One (1) twenty-four (24) hour shift of leave time for a fifty-six (56) hour a week employee is equal to sixteen (16) hours of leave for a forty (40) hour a week employee.
- The number of annual shifts of leave for a fifty-six (56) hour a week employee multiplied by sixteen (16) hours equals the number of hours of leave for a forty (40) hour a week employee.

On January 1 of each year, the forty (40) hour employee will be credited with the combined amount of vacation and holiday hours accrued in the prior calendar year. Sick leave is accrued on a monthly basis.

The various accruals for a fifty-six (56) hour and forty (40) hour employee are noted below:

Vacation:

56-Hour Employee:

Years of Service	Shifts Earned	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6	144	12
6 - 10 years	9	216	18
11+ years	12	288	24

40-Hour Employee:

Years of Service	Conversion Factor	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6 shifts x 16 hours	96	8
6 - 10 years	9 shifts x 16 hours	144	12
11+ years	12 shifts x 16 hours	192	16

Holidays:

56 Hour Employee	Conversion Factor	40 Hour Employee Annual Holiday Hours
6 shifts	6 shifts x 16 hours	96

Sick Leave:

56 Hour Employee	Conversion Factor	40 Hour Employee Monthly Accrual
1/2 shifts	1/2 shift x 16 hours	8 hours

APPENDIX "B" MANDATED & OPTIONAL BENEFITS FOR RETIREMENT

<i>Current Mandated and Optional Benefits for 3%@50</i>	
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Option 2W Death Benefit	Section 21548
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
1959 Survivor Benefit Level 4	Section 21574
3% @ 50 Patrol or Local Safety Member	Section 21362.2
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Unused Sick Leave Credit - Local Member	Section 20965
Improved Nonindustrial Disability Allowance	Section 21427
\$500 Retired Death Benefit	Section 21620
2% Annual Cost-of-Living Allowance Increase	Section 21329
Final Compensation 1 Year	Section 20042
Prior Service	Section 20055

<i>Current Mandated and Optional Benefits for 3%@55</i>	
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
3% @ 55 Formula for State Peace Officer/Firefighter or Local Safety Member	Section 21363.1
Final Compensation 3 Year	Section 20037
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

<i>Current Mandated and Optional Benefits for 2.7%@57</i>	
2.7% @ 57 Formula for Safety Members	Section 7522.25(d)
Final Compensation 3 Year	Section 20037
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

**MEMORANDUM
OF
UNDERSTANDING**



BETWEEN

**THE CITY OF WEST SACRAMENTO
AND
LOCAL 522 / WEST SACRAMENTO
FIREFIGHTER'S ASSOCIATION**

Effective June 1, 2022 through May 31, 2024

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1. RECITALS

- 1.1. This memorandum of Understanding is entered into by and between the City of West Sacramento, hereinafter referred to as the "CITY" and Local 522, hereinafter referred to as the "Local 522."
- 1.2. The City Council, or its designated agent(s) shall represent the City.
- 1.3. Local 522, or its designated agent(s) shall represent the employees in the bargaining unit represented by Local 522.
- 1.4. The City recognizes Local 522 as the sole and exclusive bargaining agent for all full-time employees of the City who are in the Firefighter, Fire Engineer, and Fire Captain classifications.
- 1.5. This Memorandum of Understanding shall be binding upon any successor employee organization, which is designated by Local 522 during the term of this agreement as their representative of the members of which they have been designated to represent. Recognition by the City of any successor employee organization to Local 522 shall be based upon that organization's adherence to all provision(s) of this agreement.

2. MANAGEMENT RIGHTS

Except as otherwise limited by a specific term of a labor agreement, the City has, and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
- To schedule working hours and assign work.
- To establish, modify, or change work schedules or standards.
- To direct the workforce, including the right to hire, assign, promote, demote, or transfer an employee.

- To determine the location of all work assignments and facilities.
- To determine the layout and the machinery, equipment or materials to be used.
- To determine processes, techniques, methods and means of all operations, including changes, allocations, or adjustment of any machinery or equipment.
- To determine the size and composition of the work force.
- To determine policy and procedures affecting the selection or training of employees.
- To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- To control and determine the use and location of City employees, property, material, machinery, or equipment.
- To schedule the operation of, and to determine the number and duration of shifts.
- To determine and enforce safety, health, and property protection measures and require adherence thereto.
- To transfer work from one job site to another or from one location or unit to another.
- To introduce new, improved, or different methods of operations, or to change existing methods.
- To layoff employees from duty for lack of work, lack of funds, or any other reason.
- To reprimand, suspend, discharge, or otherwise discipline employees.
- To discharge probationary employees without right of appeal.
- To establish, modify, determine, or eliminate job classifications and allocate City positions to such classification.
- To promulgate, modify, and enforce work rules, safety rules, and regulations.
- To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

- To take all necessary actions to prepare for and carry out its mission in emergencies.
- To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.
- No Arbitrator shall have the authority to diminish any of the City rights included in this section.

Any agreement by the City to meet and confer or meet and consult over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

3. LOCAL 522 RIGHTS

3.1. Financial Reports

Upon request, Local 522 shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Human Resources Manager. Copies of such reports shall be available to employees at the offices of Local 522.

Failure to file such a report within one hundred (100) days of the close of the Local 522's fiscal year shall result in the termination of all dues deductions, without jeopardy to any employee, until said report is filed.

3.2. Payroll Deductions

The City shall deduct Local 522 dues, initiation fees, assessments, and associated provided insurance from each pay check. The City shall promptly pay to the designated payee all sums so deducted.

3.3. Hold Harmless

Local 522 shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the collection of dues. In no event shall the City be required to pay from its own funds Local 522 Association dues, initiation fees, assessments and association provided insurance.

3.4. Local 522 Release Time

Local 522 shall have a reasonable amount of release time for labor negotiations with the City and associated meetings and for employee/employer relations' matters involving the City and Local 522.

For other Local 522 business, a union time bank has been established. The bank will allow designated representatives to utilize time for the sole purpose of performing or conducting Local 522 activities, subject to the following conditions:

1. Employees may donate only vacation, CTO or holiday hours from their accrued leave balance to the bank. Such donation shall be voluntary, non-revocable and not returnable to the employee. An employee must complete a voluntary donation form to allow the deduction of hours. Effective the first full calendar quarter following final approval of this MOU, donations will only be allowed during the first two weeks of each calendar quarter (i.e. January, April, July and October.)
2. The maximum number of hours any member shall donate is twelve (12) hours per calendar year. Upon receipt of the voluntary donation form, Human Resources will immediately add those hours to the union time bank. The union time bank will be maintained by the Human Resources Division. Human Resources will provide a semi-annual report on bank transactions to the West Sacramento Unit Representative, Local 522.
3. Use of the union leave bank shall be approved through the department's normal leave request process and shall not be unreasonably denied.
4. When the designated representative takes approved leave, the union time bank will be charged an hour and a half for each hour an employee's replacement is required to work, if needed. If no employee overtime is needed, the deduction will be on an hour to hour basis.
5. Union leave is authorized only to the amount of credit existing in the bank. The remaining unused amount in the bank on December 31st shall be carried over into the next calendar year.

6. Local 522 shall indemnify and hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section or in reliance on any documentation furnished under this section.
7. During the term of this contract only, the City shall provide 400 hours annually for the President, Vice President or other Officers or Directors of the Union of temporary time off with pay, for the purpose of investigating grievances; disciplinary matters; employer/employee training; attending to organization training sessions; seminars; business meetings; elected board meetings; conventions and/or conferences. Sufficient advance notice shall be provided to the Department so that release time may be arranged. Release time for all of the above meetings shall be subject to the scheduling needs of the department. The unused hours may roll over annually as of September 1; the maximum amount of hours banked shall be 600 hours.

3.4.1. Use of Release Time

Use of Local 522 release time is subject to reasonable advance requests. Such request shall be to the Battalion Chief. Approval of the release time must be received before the employee uses the time. The department shall reasonably grant or deny release time based upon legitimate operating needs.

3.5. Meetings

Local 522 shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of such use. Such use shall not interfere with the regular course of doing business.

4. NO STRIKE PROVISION

4.1. Job Action

The officers, agents, representatives, and/or members agree that during the term of this agreement they will not honor any job action by any other employee(s) or recognize a picket line of a labor organization while in the course of the performance of their official duties.

4.2. Local 522 Responsibility

In the event of an unauthorized job action, as specified in 4.1 above, the City agrees that there will be no liability on the part of Local 522 provided the employee organization promptly and publicly disavows such unauthorized action, immediately orders the employees to resume work, and attempts to bring about a prompt resumption of normal operations, and provided, further that Local 522 notified the City in writing within forty-eight (48) hours after the commencement of such job action, as to the measures it has taken to comply with the provisions of this agreement.

4.3. Disciplinary Action

Should Local 522 fail to adhere to, or in any way violate the "No Strike Provision" in this agreement, the City may, in addition to any lawful remedies or disciplinary actions available, suspend any and all of the rights and privileges accorded Local 522 under any resolution, rule, or regulations of the City or any Memorandum of Understanding with Local 522, including, but not limited to, the suspension of recognition of Local 522.

5. NON DISCRIMINATION PROVISION

No person in the employment of the City or seeking employment thereby shall be appointed, reduced, or removed, or in any way favored or discriminated against because of race, religion, color, sex, gender, sexual orientation, national or ethnic origin, ancestry, citizenship status, uniformed member status, marital status, pregnancy, age, medical condition (cancer or HIV/AIDS related), genetic characteristic and physical or mental disability (actual or perceived) or political affiliation. The City has adopted Affirmative Action and Sexual Harassment policies to help ensure fair employment practices. The City shall ensure that all employment practices are in compliance with the Americans with Disabilities Act.

6. SICK LEAVE

6.1. Sick leave is defined as the absence from duty by an employee because of:

6.1.1. Their own illness or injury or exposure to a contagious disease which incapacitates such employee from their duties;

- 6.1.2.** Their own medical or dental appointment(s); or
- 6.1.3.** They must care for a member of their family because of illness, injury or exposure to a contagious disease and when the care of such employee is definitely required, or for their family member's medical or dental appointments.
 - 6.1.3.1.** As used in this subsection, "family" means husband, wife, domestic partner, child, brother, sister, parents, grandparents or spouse's parents, brother in law, sister in law or grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (refers to a person who has put themselves in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption).
 - 6.1.3.2** Sick leave, not to exceed three (3) work shifts or seventy-two (72) hours in a calendar year, may be taken by an employee for the attendance upon a member of their immediate family because of illness, injury, or exposure to contagious disease and when attendance of such employee is definitely required, or for their family member's medical or dental appointments.
- 6.2.** The Fire Chief or designee, may request a doctor's certificate as proof of necessity for absence in excess of four (4) consecutive shifts (96 hours) in order for sick leave with pay to be granted. The parties agree that such means shall not be used to harass or intimidate employees or discourage appropriate use of sick leave. If a pattern has been established where an employee has taken sick leave on certain days of the week (e.g., holidays, last day of the workweek) a doctor's note may be requested.
- 6.3.** Personnel assigned to the forty-eight (48)/ninety-six (96) schedule shall earn sick leave at the rate of one-half (1/2) shift per month.
- 6.4.** Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.

- 6.5.** In the event of an employee's death or layoff, up to fifty percent (50%) of accumulated sick leave will be paid off. At retirement, an employee has two (2) options regarding their accumulated sick leave. The employee can choose up to fifty percent (50%) cash-out, the remaining percent of the employee's unpaid accumulated sick leave is reported to CalPERS for additional service credit OR in lieu of receiving any cash-out, the employee may choose to have one hundred percent (100%) of the accumulated sick leave reported to CalPERS.
- 6.6.** An employee who is incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such request upon return to normal duty.

7. BEREAVEMENT LEAVE

- 7.1.** Each employee shall be granted leave without loss of pay for up to two (2) work shifts in the event of the death of a member of the employee's immediate family. For the purpose of this section, "immediate family" shall be defined as parents, step-parents, husband, wife, children (including step-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

In the case of the death of other close relatives, including the employee's brother-in-law, sister-in-law, step-brothers, step-sisters, aunts, uncles, grandparents, or grandchildren, the employee shall be granted time off with pay for one (1) work shift.

- 7.2.** Additional time off with pay may be granted by the City when an employee's emotional condition warrants such consideration, however, such additional time off shall be subtracted from the employee's sick or other leave time.

8. VACATION

8.1. General Provisions

A Manual of Operating Procedures section for scheduling vacations and holidays has been developed between the Department and Union.

8.2. Accumulation of Vacation Leave

Vacation leave is accrued yearly, and is computed on the basis of the employee's hire date as a full-time employee.

Annual vacation leave may not be accumulated; it must be used from year to year as accumulated, except as otherwise provided herein.

8.2.1

Effective the first pay period after ratification and approval by the City Council, employees may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.

8.3. Scheduling Vacations

No more than two (2) members of each shift may be on vacation at a single time; however, during periods where sufficient staffing is available to provide adequate fire protection, the Fire Chief may authorize more than two (2) employees to be on vacation at the same time. Priority of vacation selection shall be by department seniority, without regard to rank.

8.3.1 Vacation Change

If an employee is the only one off on a particular shift, they may move their vacation to another shift where they are the only one off.

8.4. Vacation Accrual Schedule

Year of Service *	56-hour Employee Accrual Rate Per Pay Period**	Maximum Vacation Shifts Accrued During Service Year ***
1 st	5.538	6
2 nd	5.538	6
3 rd	5.538	6
4 th	5.538	6

5 th	5.538	6
6 th	8.308	9
7 th	8.308	9
8 th	8.308	9
9 th	8.308	9
10 th	8.308	9
11 th +	11.076	12

- * 1st year of service is from 56-hour employee hire date to first anniversary. 2nd year of service is from first anniversary to second anniversary. Subsequent service years follow this pattern.
- ** Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- *** Service years do not correspond with calendar years for all employees. Number of shifts available at time of December Vacation Picks will vary depending on hire date. For example, an employee hired on January 1, 2012 would accrue 6 shifts in 2012 and have 6 shifts available to use in 2013; an employee hired on April 1, 2012 would accrue 4.5 shifts and have 4.5 shifts available for use in 2013; an employee hired on July 1, 2012 would accrue 3 shifts and have 3 shifts available for use in 2013; and, an employee hired on October 1, 2012 would accrue 1.5 shifts and would have 1.5 shifts available for use in 2013.

8.5. Vacation Buy-Back

Shift employees may sell back seventy-two (72) hours annually and those on a forty (40) hour workweek may sell back forty-eight (48) hours annually.

Shift employees shall be able to float up seventy-two (72) hours annually and those on a forty (40) hour workweek shall be able to float up to forty-eight (48) hours annually for purposes of vacation sell back. Any hours floated but not scheduled by the end of the calendar year will be paid out up to the maximum allowable sell back amount of 72 hours for employees on shift and 48 hours for employees on 40-hour workweek unless employee is able to schedule the time off when one or fewer other employees is already off, consistent with department practice.

9. HOLIDAYS

- 9.1.** All forty-eight (48)/ninety-six (96) hour personnel will receive six (6) twenty-four (24) hour shifts per year as holidays. Holidays may be taken in the form of compensation or time off or any combination thereof.

9.2. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.

9.3. Shift personnel assigned to work on a City designated holiday shall receive one and one-half (1-1/2) times their straight time hourly rate for a maximum of sixteen (16) hours per shift.

For personnel assigned to a 40-hour week, when a City designated holiday falls on regularly scheduled weekday, if they elect to work the holiday, they shall receive one and one-half (1-1/2) times their straight time hourly rate. If they elect to not work the holiday, they will receive holiday pay at their hourly rate for their hours on that day.

9.4. The requirements of Section 9.3 above shall be instituted for the following holidays:

- a) New Year's Day (January 1)
- b) Martin Luther King Jr.'s Birthday (Third Monday in January)
- c) President's Day (Third Monday in February)
- d) Memorial Day (Last Monday in May)
- e) Independence Day (July 4)
- f) Labor Day (First Monday in September)
- g) Veteran's Day (November 11)
- h) Thanksgiving Day (Fourth Thursday in November)
- i) Day after Thanksgiving Day (Friday following Thanksgiving)
- j) Christmas Day (December 25)

10. RETIREMENT

10.1. The City shall continue retirement coverage for all employees under the California Public Employees' Retirement system (CalPERS).

For employees hired before December 15, 2012, the City's former "Safety Fire Plan" has been assigned to the CalPERS Safety 3% @ 50 Risk Pool. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of the Safety 3% @ 50 Risk Pool are located in Appendix B.

Should CalPERS at any time amend the Risk Pool Mandatory Benefits to either add, delete or modify benefits, the City has no obligation to meet and confer with the Union over these changes.

For employees hired on or after December 15, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, the second-tier retirement formula shall be 3% @ 55. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of the Safety 3% @ 55 Risk Pool are located in Appendix B.

For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), the retirement formula shall be 2.7% @ 57. Employees shall have a member contribution rate of fifty percent (50%) of the total normal cost rate. The current mandated and optional benefits of the Safety 2.7% @ 57 Risk Pool are located in Appendix B. These Fire Safety Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

10.2 Employee Contribution To Employer Share

Effective July 1, 2021, all employees shall continue to pay an additional one percent (1%) towards the employer share of CalPERS retirement pursuant to PERS Code Section 20516. As applicable, the employee contribution will be made pre-tax.

11. UNIFORM ALLOWANCE

- 11.1.** Each employee shall receive an annual uniform allowance of one thousand dollars (\$1000). Employees shall receive their uniform allowance in equal installments paid in each regular biweekly payroll.
- 11.2.** Within the first two (2) years of employment with the City, employees shall purchase Class A uniforms. Class A uniforms shall comply with department standard.

12. HEALTH INSURANCE

- 12.1.** The City shall continue enrollment in the State of California Public Employees' Retirement System (CalPERS) Health Insurance Program.
- 12.2.** Employees must purchase dental and vision coverage at the employee only level.
- 12.3.** Effective the first of the month after ratification and approval by the City Council, the employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:
- Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed \$905 per month.
 - Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed \$1,358 per month.
 - Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed \$1,773 per month.
 - In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision.
- 12.4.** Effective the first of the month after ratification and approval by the City Council, employees hired on or before June 30, 2019, who choose not to participate in any of the City's medical plans (opt-out) and show proof of enrollment in another group medical plan shall receive four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected. This shall be referred to as "Share the Savings."

Employees hired into the Firefighter classification on or after July 1, 2019, or who return to employment with the City, who participate in Share the Savings will receive four hundred and seventy-five dollars (\$475) plus City paid dental/vision at the Employee Only rate. Employees may purchase dental/vision coverage up to the family rate with the Share the Savings funds.

12.5. RETIREE HEALTH INSURANCE**12.5.1 Employees first hired on or before June 30, 2019**

Pursuant to provisions of the CalPERS Health Insurance Program, the City shall pay up to \$750 per month for employees retired on the CalPERS Retirement Program. Dental insurance coverage may continue upon retirement, at the retiree's own expense. Vision insurance is only available for eighteen months, per COBRA, and is at the retiree's own expense.

12.5.2 Employees first hired on or after July 1, 2019

For new employees first hired on or after July 1, 2019, the City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). Rehired employees will fall under the medical retirement tier based on original date of hire.

The following contributions shall be made to the employees Retiree Health Savings Account (RHS). After accruing ten (10) continuous years of service with the City, and upon separation from the City, employees may draw from the City contribution in this account. Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.

- From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account.
- After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.
- After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.
- After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account.

12.5.2.1

Effective the first pay period after ratification and approval by the City, employees first hired after July 1, 2019 may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.

12.5.3 Rehired employees

Rehired employees will fall under the medical retirement tier based on original date of hire.

13. COMPENSATION**13.1. Salary**

Effective the first payroll period after ratification by the Fire Association and approval by the City Council, the salary range for each classification will consist of five (5) steps (A through E) with approximately 5% between each step.

Effective the first pay period after ratification and approval by the City Council, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3.0%).

Effective the first pay period after ratification and approval by the City Council, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive an equity adjustment of one percent (1%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services.

Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum

equivalent payment of the general salary increase and equity adjustments retroactive to pay period inclusive of June 1, 2022.

Effective the pay period inclusive of July 1, 2023, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3%).

Effective the pay period inclusive of July 1, 2023, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive an equity adjustment of one-half percent (0.5%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services. Equity adjustment shall precede general salary increases.

13.2. Fire Staff Premium Assignment

Fire Personnel who are routinely and consistently assigned to administrative work during normal hours of employment that may differ from the work schedule of other fire suppression personnel by the Fire Chief shall receive an additional five percent (5%) during the term of their assignment. The Fire Chief or designee will assign such duties and determine the number of employees receiving this assignment at their sole discretion.

13.2.1. Employees on light/limited duty capacity are not eligible to receive an additional five percent (5%) if assigned to administrative work as part of their light/limited duty.

13.3. Educational Incentive Pay

Maximum educational incentive that may be obtained is eight percent (8%) of base pay per employee. New certificates must be earned off duty. Employees possessing both an AA/AS and BA/BS will be paid at the highest certificate amount.

<u>Education/Certificate</u>	<u>Amount</u>
BA/BS	4%
AA/AS	2%
Fire Science/Fire Technology Certificate	2%

Fire Officer Certificate or Company Officer Coursework Completed	2%
Fire Driver/Operator Certificate or Fire Apparatus Driver/Operator Pump Coursework	2%
Fire Investigator I Certificate	1.5%
Fire Instructor I Certificate	1%
HazMat Technician Certificate	1%
HazMat Specialist Certificate	1.5%
Boat Operator Certificate	1.5%
Swift Water Rescue Certificate	1%
Rescues Systems 1	0.5%
Chainsaw Operations	1%
Paramedic License	2.5%

The incentives in this section shall be cumulative and not compounded. Compensation changes in Section 13.3 shall be effective the first payroll period after ratification and approval by the City Council.

13.4. Overtime Pay

The City and Association have agreed to utilize a twenty-four (24) day/one hundred eight-two (182) hour work period pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA). Actual scheduled hours in the twenty-four (24) day period are one hundred ninety-two (192). Hours worked in excess of one hundred eight-two (182) hours in the twenty-four (24) day work period will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

13.4.1. All overtime worked as a result of emergency call back or station staffing will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

13.4.2. Compensation leave will be provided in lieu of overtime pay at the same rates that would be accrued for pay purposes. It shall be the employee's responsibility to notify the City when compensation leave is desired in lieu of overtime pay.

13.4.2.1 Within 30 days of ratification and approval by the City Council, the parties will reconvene to negotiate operationalizing compensatory leave cash out options.

13.4.3. Maximum accumulation of compensation time shall be one hundred twenty (120) hours for shift personnel.**13.4.4.** Time worked as a continuation of the normal twenty-four (24) hour shift shall be compensated in accordance with the Federal Fair Labor Standards Act; that is, time worked shall be rounded to the nearest twelve (12) minute increment.

13.4.5. When an employee, after completing their normal work shift and after leaving their work facility, responds to an authorized order to return to duty to perform emergency or non-scheduled services, they shall be guaranteed the opportunity to work for two (2) hours or be paid two (2) hours in-lieu of work.

13.5. Out of Classification Pay

13.5.1. The Fire Chief or designee shall make out-of-class assignments. A Firefighter temporarily assigned out-of-class to a Fire Engineer, a Fire Engineer temporarily assigned out-of-class to a Fire Captain, and a Fire Captain temporarily assigned out-of-class to a Fire Battalion Chief, shall be paid fifty dollars (\$50) for a full shift or two dollars eight cents (\$2.08) per hour if less than a full twenty-four (24) hour shift.

A Firefighter temporarily assigned out-of-class to a Fire Captain shall be paid seventy-five dollars (\$75) for a full shift or three dollars thirteen cents (\$3.13) per hour if less than a full twenty-four (24) hour shift.

13.5.2. To be eligible for such out-of-class, the individual must have passed the promotional examination for the next higher rank, or pass qualifying criteria as set by the City.

13.6. Standby Pay

Employees shall be paid two dollars (\$2.00) per hour for any hours worked on a standby assignment. The Fire Chief or designee shall determine standby schedules. Standby is voluntary. If an employee volunteers for standby, then the following provisions apply:

- Standby may be for up to a twenty-four (24) hour period.
- When called out, the employee shall be under the functional supervision of the Battalion Chief or Incident Commander.
- The employee must be able to get to the scene within fifteen (15) minutes. When assigned to standby, the employee may not consume any alcoholic beverage or engage in any other activities, which would affect their ability to effectively respond and perform their duties.
- They employee shall have a cell phone with them at all times while on standby.
- When an employee is on a standby assignment, they shall be paid for a minimum of two (2) hours work at the overtime rate when called out.

13.7. Signing and Retention Bonus

Effective the first pay period after ratification and approval by the City Council, all Fire Association members will receive a one-time, non-PERSable lump sum signing bonus in the amount of three percent (3%) of annual hourly rate of pay.

Effective the pay period inclusive of July 1, 2023, all Fire Association members will receive a one-time, non-PERSable lump sum retention payment in the amount of three percent (3%) of annual hourly rate of pay.

13.8. Bilingual Pay

Employee's possessing and utilizing bilingual skills on duty shall receive bilingual pay in the amount of five percent (5%) of their hourly rate of pay. The number of employees, languages available, and the qualification requirements will be determined by the City.

13.9. Rates of Pay

13.9.1. Hourly Rate of Pay

The hourly rate of pay for all employees shall mean the employee's current hourly rate without any additional pays.

13.9.2. Regular Rate of Pay

The regular rate of pay for all employees shall mean the employee's current hourly rate of pay plus all differentials and incentives (including Fire Staff Premium Pay, Educational Incentive Pay, Standby Pay, Bilingual Pay, Medical in Lieu (opt out)) for which the employee qualifies under this MOU.

13.9.3. Separation Rate of Pay

The separation rate of pay for all employees shall mean the employee's current hourly rate of pay at time of separation plus the following incentives: Fire Staff Premium Pay, Bilingual Pay, and Educational Incentive Pay, for which the employee qualifies under this MOU.

13.10. Strike Team/Overhead Deployments

Employees assigned to a reimbursable strike team/overhead deployment (Line EMT, PIO, Overhead or other recognized positions) shall receive a ten percent (10%) differential for any reimbursable strike team/overhead incident. The pay differential shall apply from the time of deployment to the employee's return from the deployment. USAR deployments are excluded from this pay differential.

14. EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION REQUIREMENT

All employees are required to have and maintain an EMT-1A or FS certificate. This shall be a condition of employment.

15. SCHEDULE AND HOURS

15.1. Duty Schedule

All shift personnel shall work a forty-eight (48)/ninety-six (96) hour schedule. (48 hours on duty, followed by 96 hours off duty.) All forty-eight (48)/ninety-six (96) hour shift personnel shall report for duty at 0800 hours and go off duty at 0800, forty-eight (48) hours later.

Example Duty Schedule: (Regular Shift Personnel)

"X" denotes workday or duty shift

"O" denotes day off or shift off

XXOOOO

15.2. Station Assignments and Transfers

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may express their preference for station assignments and/or transfers.

15.3. Shift Trades

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may request voluntary shift trades.

15.4. Out of County Return

15.4.1. For the term of this MOU a program will be available to employees who participate in a strike team or other out of county assignment for a minimum of ten (10) days, and upon return to the City during their regularly schedule shift, shall be placed on rest and recovery up to a maximum of twelve (12) hours and shall not be required to utilize their accrued paid leave for the rest and recovery time. Upon request, the employee may utilize their accrued paid leave (CTO, Vacation or Holiday) for rest and recovery for the remainder of the 24-hour shift. Employees may participate in the Program once annually.

15.4.2. Employees requesting rest and recovery upon return from subsequent participation on strike teams or out of county assignment will require the employee utilize their accrued paid leave if they return to the City during their regularly scheduled shift, or they may be place on paid rest and recovery up to a maximum of twelve (12) hours at the determination of the Fire Chief or their designee.

15.4.3. During this period, employees placed on administrative leave for rest and recovery are prohibited from working another position.

16. DEPARTMENT SENIORITY LIST

16.1. Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Fire Department as full-time employees. Reserve, part-time, or extra-help employment will not be credited.

16.1.1 When two (2) or more employees are assigned to the payroll on the same date, preference in the placement on the list shall be given based on relative standing on the eligibility list.

If the eligibility list ranking of two or more employees hired on the same date is the same, seniority shall be in order of the individual's total time as a full-time Firefighter in the State of California. If the ranking of two or more employees hired on the same date is the same and their total time as full-time Firefighter in the State of California is the same, then seniority shall be determined by drawing of lot.

17. LAYOFFS

17.1. Order of Layoff

Layoffs shall be based on the inverse order of seniority as set out in the seniority roster last provided to Local 522, pursuant to the hereinafter-mentioned Memorandum of Understanding, with any additions or deletions of employees' names appended thereto by action of the City Council. Layoffs hereunder shall be so that employees with the least seniority shall be laid off first.

17.2. Seniority

The seniority date of an employee and their position on the seniority roster, shall be determined pursuant to criteria set out in the Memorandum of Understanding between Local 522 and the City.

17.3. Seniority Roster Availability

A current copy of the Seniority Roster shall be made available for inspection at reasonable times to employees upon request.

17.4. Employee Notice

The employee shall be given a thirty (30) calendar day written notice of layoff or demotion by the City Council or its authorized representative. The notice of layoff or demotion shall include the following information:

- a) Reason for layoff or demotion; and
- b) Effective date of layoff or demotion.

17.5. Layoff Hearing

An employee who received a Notice of Layoff shall be entitled to request a hearing before the Council or its authorized representative prior to the effective date of the layoff. Such a request shall be made within fourteen (14) calendar days of service of the Notice of Layoff of the adoption of the rules and procedures by the Council, whichever occurs last. Failure to make such a request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of persons to be laid off and the procedure used to layoff. The employee shall have the right to be represented by a representative of their choosing, to present evidence, and to cross examine any witnesses. Within fourteen (14) calendar days following the hearing, the Council shall issue findings of fact, conclusions, and an order affirming or revoking the layoff of the employee. Said findings, conclusion, and order shall be served on the employee by placing them in a sealed envelope and mailing them by first class mail, postage prepaid, to the last known address of the employee. Unless the Council orders revocation of the Notice of Layoff, the employee shall be laid off at the date set forth in the Notice of Layoff.

If, after request, the hearing is not held prior to the effective date of layoff as set forth in the Notice of Layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Council. In such case, the Council shall set a new effective date of layoff in their order unless they order revocation of the original notice.

17.6. Future Vacancies

When vacancies occur within five (5) years thereafter, such reduced or laid off employees shall be given the opportunity to be rehired or advanced to their former classification from the established

layoff eligibility list on the basis of seniority prior to the employment of any new eligibles; provided, however, that such eligibles meet a physical examination. If any such laid off employee fails to report for duty within thirty (30) calendar days after mailing to them of a written notice by registered mail to the last known address, they shall lose their right to be hired.

18. REPAIR OR REPLACEMENT OF DAMAGED PERSONAL PROPERTY

The City agrees to reimburse employees for damaged personal property according to the City's Administrative Policy No. II-E-8.

19. RULES, REGULATIONS MEET AND CONFER CONSIDERATIONS

19.1. Should the City propose changes in City Rules and Regulations or wages, hours, and working conditions which fall within the scope of representation; the City shall give notice to Local 522 and upon request, meet and confer upon those changes.

19.2. Copies of any Memorandum of Understanding resulting here from and/or Rules and Regulations shall be posted on-line or sent to Local 522 members upon request.

19.3. Both parties agree to begin negotiations six months prior to the contract expiration date. It is agreed that when both parties enter into the meet and confer process, the following criteria shall be used:

- a) Internal classification relationships;
- b) Labor market conditions;
- c) Financial condition of the City;
- d) Cost of living analysis;
- e) Benchmark survey of total compensation

20. PROBATIONARY PERIOD**20.1. Purpose**

To enable the City and the Fire Chief to exercise sound discretion in filling positions within the City.

20.2. New Hires

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) months probationary service. During this probationary period, the Fire Chief may terminate the employment for unsatisfactory performance. Provided, however, no probationary employee shall be terminated because of sex, race, religion, political belief or Local 522 membership. Probationary employees terminated during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

20.3. Promotion

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. During this probationary period, the Fire Chief may cancel the appointment to a higher rank if during this period they shall deem them unfit for such appointment based on material reasons. In the event of unsatisfactory performance, an employee may be demoted to their previous permanent rank.

21. WORKING CONDITIONS

21.1. The City shall provide and maintain a station environment consistent with reasonable standards of safety, sanitation, comfort, and appearance. The station environment includes, but is not limited to: kitchen, rest rooms, dormitory, beds and mattresses, station furniture, lighting, floor covering, exercise facilities, and apparatus area.

21.2. Employees of the City shall care for such station environment consistent with the highest possible standard.

- 21.3. The City shall furnish bed sheets, pillow coverings, and bath towels.
- 21.4. Changes in said station environment constitute changes in working conditions and are therefore negotiable.
- 21.5. The City shall pay the cost for enrolling and participation in the approved Safety Exposure Reporting Program.
- 21.6. The City recognizes that the West Sacramento Firefighters are professional firefighters, and that all duties will be those related to the Fire Service as determined by agreed upon job descriptions.

22. PROMOTIONAL EXAMINATIONS

- 22.1. Notice of promotional tests to be administered and the dates and time of said tests shall be conspicuously posted in all stations a minimum of thirty (30) calendar days prior to the test date(s). Promotional lists will be established after results of tests are final.
- 22.2. The City shall conduct promotional examinations for the classification of Fire Engineer and Fire Captain on an alternating bi-annual basis. As a result of these examinations, the City shall establish and maintain a promotional list for the above classifications for the two (2) year period between the examinations.

22.3. Rule of Five (5)

The Rule of Five (5) shall be interpreted as follows:

For the first job opening available, five (5) eligible candidates will be interviewed. For each additional job opening, one (1) additional eligible candidate will be interviewed. For example, if there are three (3) job openings, seven (7) candidates will be interviewed. In the event of a tie score within the candidate pool to be interviewed, all candidates with the same score will be interviewed.

22.4. List Ranking

Results of promotional examinations shall be provided to each candidate to include their own placement on the list in rank order. Additionally, when the Fire Chief or designee receives the eligibility list, it will show the rank order for all eligible candidates.

22.5. Minimum Qualifications

A candidate possessing a BA/BS will be deemed to have met all educational requirements, regardless of the field of study.

23. NON-DISCIPLINARY GRIEVANCE AND ARBITRATION PROCEDURE

23.1. Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

23.2. Definitions of Grievance

Grievance: A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of any Memorandum of Understanding, rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the City Personnel Rules.

23.3. Informal Grievance Procedures

The grievant shall orally discuss their grievance with their immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, but in no event longer than thirty (30) days from the act or omission. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure shall not prejudice the grievant. The supervisor shall have seven (7) days to give an answer to the

employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

23.4. Formal Grievance Procedure

23.4.1. Level I

If a grievant is not satisfied with the resolution at the informal level, they may, within five (5) days of receipt of such answer, file a formal written grievance on a prescribed form with their supervisor. The supervisor within five (5) days thereafter shall give a written answer to the grievant.

23.4.2. Level II

If the grievant is not satisfied with the written answer from their supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the Department Head shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

23.4.3. Level III

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or designee. Within twenty (20) days of the receipt of the written appeal, the City Manager or designee shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

23.4.4. Level IV

If the grievant is not satisfied by the decision made by the City Manager, they must submit a written request within fifteen (15) days of the receipt of the response from the City

Manager for a hearing before the Adjustment Board. Either party may request that Level IV be waived and that the appeal be elevated to Level V, arbitration. If the parties do not mutually agree to waive the Adjustment Board within the time frame as specified above; that is within fifteen (15) days of the receipt of the response from the City Manager, the grievance will proceed to the Adjustment Board. If the parties do mutually agree to waive the Adjustment Board, the grievance will proceed to Section 24.5, Selection of Arbitrator.

The hearing before the Adjustment Board shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the hearing at least fifteen (15) days prior to the hearing.

The Adjustment Board will be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.

23.4.5. Level V

If the Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within fifteen (15) days of the written receipt of the Adjustment Board decision, require that the grievance be referred to an impartial Arbitrator.

23.5. Selection of Arbitrator

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California Public Relations Board shall be requested to submit a list of five (5) Arbitrators and, from such, the employee and the City Manager or designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager or designee may require the parties to strike names for a replacement hearing officer.

23.6. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

The Arbitrator shall conduct a hearing and shall either issue an oral bench decision or shall, within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the Arbitrator shall be final.

23.7. Automatic Advances

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority, as designated in the grievance procedure, who does have the authority to respond.

23.8. Cost of Grievance Arbitration

The cost of the arbitration, including the Arbitrator's fee, shall be shared equally by the employee and the City.

23.9. Time Limits

Time limits are considered an integral and important part of the grievance procedure, and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry their grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized, and any right to pursue the grievance further shall be deemed waived and abandoned. If a supervisor

or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

24. DISCIPLINARY PROCEDURE

This procedure shall be followed for the following disciplinary actions: suspension without pay, reduction in pay, demotion, or dismissal. Specific grounds for disciplinary action are outlined in Section 4.9 of the City Personnel Rules.

24.1. Purpose

The purpose of the disciplinary procedure is to provide employees subject to disciplinary action with all rights to which they are entitled by law; to provide an orderly procedure for pre-action notice, response, implementation, and appeal; to correct deficiencies in employee performance and to assure improvement to meet job standards.

24.2. Employee Representation

An employee may have a representative present at all stages of the disciplinary process as outlined in Sections 25.4 through 25.10 provided that the representative is not a party to the action.

24.3. Administrative Leave

An employee may be placed on administrative leave, with pay, pending investigation of facts possibly giving rise to the potential need for discipline.

24.4. Notice of Proposed Disciplinary Action

Prior to suspension without pay, reduction in pay, demotion, or dismissal, the employee shall be provided the following:

- a) Notice of the proposed action;
- b) The reasons for the proposed action;

- c) A copy of the charges and any materials upon which the proposed action is based;
- d) Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative, which may be an attorney;
- e) The date and time of the response meeting during which the employee and their representative shall have an opportunity to refute the charges or present facts that may not be known;
- f) Notice that if the employee fails to attend the response meeting, the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

24.5. Notice of the Response Meeting

Notice of the response meeting shall be given no less than seven (7) days prior to the meeting.

24.6. Response Meeting

At the time and place set for the meeting giving the employee an opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative. Neither party shall be entitled to call witnesses or take testimony. At the meeting, the City Manager or designee may consider information contained in the charges and recommendations, as well as information presented by the employee or their representative. At the conclusion of the response meeting or within seven (7) days, the City Manager or designee shall issue an order either implementing or determining not to implement the action. The City Manager or designee may implement an action that is of lesser severity than that which was initially proposed.

24.7. Implementation of Decision

When discipline is imposed, a copy of the order shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

- a) A statement of the nature of the discipline imposed;
- b) The effective date of the discipline;

- c) A statement of the causes for the discipline;
- d) A statement of the specific facts or omissions upon which the discipline is based; and
- e) A statement advising the employee of their rights to appeal the disciplinary action. This statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

24.8. Disciplinary Appeal Procedure

The employee, or representative, after service of an order of disciplinary action as specified in Section 25.7 may request that the matter be submitted to an impartial Arbitrator. A written request for a hearing before an Arbitrator must be served on the City Manager or representative within ten (10) days following receipt of the order of discipline. The demand for a hearing shall include:

- a) Specific grounds for review; and
- b) Copies of materials on which the appeal is based.

24.9. Selection of Arbitrator

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California Public Employment Relations Board shall be requested to submit a list of five (5) Arbitrators, and from such, the employee or their representative and the City Manager or designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

24.10. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full-scale evidentiary hearing with full due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. Within thirty (30) days of the conclusion of the hearing, the Arbitrator shall render a written decision. The decision of the Arbitrator shall be provided to both parties. Any decision of the Arbitrator shall be binding to both parties. The decision of the Arbitrator shall be final subject only to judicial review pursuant to the Code of Civil Procedure Section 1094.6.

24.11. Cost of Disciplinary Arbitration

The cost of the Arbitrator and any expenses associated with the hearing shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

25. MATERNITY, PATERNITY, AND FAMILY CARE LEAVE

25.1. Maternity and Paternity Leave

Specific requirements are outlined in section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

25.2. Family and Medical Leave

Specific requirements are outlined in section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

26. HAZARDOUS MATERIAL RESPONSE

The City will meet and confer with Local 522 in the event that the City changes the current level of response to hazardous material calls.

27. TERM

The term of the Memorandum of Understanding shall be for a period of twenty-four (24) months beginning on June 1, 2022, and continuing through May 31, 2024.

DATED: _____

Martha Guerrero, Mayor
City of West Sacramento

Trevor Jamison, President
IAFF Local 522/West Sacramento Firefighter's

Greg Fonts, President
West Sacramento Firefighter's Association

APPENDIX "A" LEAVE CONVERSION - 40 HOUR PERSONNEL

One twenty-four (24) hour shift of leave time (i.e., vacation, holiday, or sick leave) is equivalent to two (2) eight-hour (8) days (i.e., sixteen (16) hours). Members assigned to a forty (40) hour workweek will accrue leave based on the following conversion factor:

- One (1) twenty-four (24) hour shift of leave time for a fifty-six (56) hour a week employee is equal to sixteen (16) hours of leave for a forty (40) hour a week employee.
- The number of annual shifts of leave for a fifty-six (56) hour a week employee multiplied by sixteen (16) hours equals the number of hours of leave for a forty (40) hour a week employee.

On January 1 of each year, the forty (40) hour employee will be credited with the combined amount of vacation and holiday hours accrued in the prior calendar year. Sick leave is accrued on a monthly basis.

The various accruals for a fifty-six (56) hour and forty (40) hour employee are noted below:

Vacation:

56-Hour Employee:

Years of Service	Shifts Earned	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6	144	12
6 - 10 years	9	216	18
11+ years	12	288	24

40-Hour Employee:

Years of Service	Conversion Factor	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6 shifts x 16 hours	96	8
6 - 10 years	9 shifts x 16 hours	144	12
11+ years	12 shifts x 16 hours	192	16

Holidays:

56 Hour Employee	Conversion Factor	40 Hour Employee Annual Holiday Hours
6 shifts	6 shifts x 16 hours	96

Sick Leave:

56 Hour Employee	Conversion Factor	40 Hour Employee Monthly Accrual
1/2 shifts	1/2 shift x 16 hours	8 hours

APPENDIX "B" MANDATED & OPTIONAL BENEFITS FOR RETIREMENT

<i>Current Mandated and Optional Benefits for 3%@50</i>	
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Option 2W Death Benefit	Section 21548
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
1959 Survivor Benefit Level 4	Section 21574
3% @ 50 Patrol or Local Safety Member	Section 21362.2
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Unused Sick Leave Credit - Local Member	Section 20965
Improved Nonindustrial Disability Allowance	Section 21427
\$500 Retired Death Benefit	Section 21620
2% Annual Cost-of-Living Allowance Increase	Section 21329
Final Compensation 1 Year	Section 20042
Prior Service	Section 20055

<i>Current Mandated and Optional Benefits for 3%@55</i>	
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
3% @ 55 Formula for State Peace Officer/Firefighter or Local Safety Member	Section 21363.1
Final Compensation 3 Year	Section 20037
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

<i>Current Mandated and Optional Benefits for 2.7%@57</i>	
2.7% @ 57 Formula for Safety Members	Section 7522.25(d)
Final Compensation 3 Year	Section 20037
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

<p>Medical & Dental After Retirement:</p>	<p>For employees and retirees hired on or before 6/30/2019: City pays up to \$750 per month towards the retiree’s medical insurance through CalPERS. Retiree pays own dental premiums after retirement.</p> <p>For employees hired on or after 7/1/2019: The City’s maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). In addition to the PEMHCA minimum, employees will receive the following contributions to their Retiree Health Savings (RHS) account:</p> <ul style="list-style-type: none"> • From zero (0) to five (5) years of service: Twenty-five (\$25) per month. • After completion of five (5) years of continuous service with the City:, One hundred dollars (\$100.00) per month. • After completion of ten (10) years of continuous service with the City: One hundred and fifty dollars (\$150.00) per month. • After completion of twenty (20) years of continuous service with the City: , Two hundred dollars (\$200.00) per month to be deposited into their RHS account. <p><u>Effective the first pay period after ratification and approval by the City Council, employees may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.</u></p> <p>Employees who terminate City service for reasons other than retirement or layoff prior to completing ten (10) years of continuous service with the City will forfeit any City contribution.</p> <p>Employees will fall under the medical retirement tier based on original date of hire as a regular employee.</p>
<p>Medical, Dental & Vision Insurance:</p>	<p>Health plans offered through CalPERS. Dental plan is Delta Dental. Vision plan is Vision Service Plan.</p> <p>The employer contributed cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as listed below. At a minimum, the employee must purchase dental, vision and life insurance at the employee only level.</p> <ul style="list-style-type: none"> • Employee Only: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$90865 per month. • Employee Plus One: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$1,358255 per month. • Employee Plus Two or More: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$1,773625 per month. • In no event shall the City contribution exceed 100% of the selected plan premium cost including dental and vision.

<p>Medical, Dental and Vision Insurance Share the Savings (Opt Out):</p>	<p>Employees hired into the Firefighter classification before 7/1/19: Current employees are grandfathered into their existing opt-out selection for the term of this contract, which shall expire coterminous with the contract on May 31, 2022. Thereafter, effective June 1, 2022, eEmployees who choose to opt out of any of the City’s medical plans and show proof of enrollment in another group medical plan shall receive four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected. In addition, if a grandfathered employee makes any change to their medical, dental or vision selections during the term of the contract, they will then be subject to the contribution rates identified in MOU section 12.3 and the \$475 opt-out rate, along with city paid dental and vision up to the family rate.</p> <p>Employees hired into the Firefighter classification on or after 7/1/19: Employees who choose to opt-out of any of the City’s medical plans (opt out) and show proof of health care coverage shall receive four hundred and seventy five dollars (\$475). Opt out dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental and vision up to the Employee Only rate. Employees can purchase up to the Employee Plus Two or More rate with the opt out funds.</p>
<p>Medicare Tax:</p>	<p>1.45%</p>
<p>Non-PERSable Signing Bonus:</p>	<p>Effective the first payroll period after ratification by the Fire Association and approval by the City Council, all Fire Association members will receive a one-time, non-PERSable signing bonus in the amount of threeone percent (31%) of base rate of pay.</p> <p>Effective payperiod inclusive of July 1, 2023, all Fire Association members will receive a one-time, non-PERSable signing bonus in the amount of three percent (3%) of base rate of pay.</p>
<p>Strike Team/Overhead OES Deployments</p>	<p>Employees assigned to a reimbursable strike team/overhead Office of Emergency Services’ deployments (i.e., Strike Team Leader, (Line EMT, PIO, –Overhead or other recognized positions) shall receive a tenfive percent (105%) differential for any reimbursable incident. The differential shall apply from the time of deployment to the employee's return from the deployment. USAR deployments are excluded from this pay differential.</p>
<p>Out-Of-Class Pay:</p>	<p>\$50 per shift or \$2.08 per hour for portion of shift acting above Firefighter; \$75 per shift or \$3.13 per hour for portion of shift for Firefighter acting as Fire Captain.</p>
<p>Out of County Return</p>	<p>For the term of this MOU only (2019–2022) a pilot program will be available to employees who participate in a strike team or other out of county assignment for a minimum of tenfourteen (104) days, and upon return to the City during their regularly schedule shift, shall be placed on City-paid rest and recovery up to a maximum of twelve (12) hours and shall not be required to utilize their accrued paid leave for the rest and recovery time. <u>With approval, employees may take the remainder of the shift off using CTO, Vacation, Holiday accrued leave.</u> Employees may participate in the pilot program once annually</p>
<p>Overtime:</p>	<p>Paid 1-1/2 overtime rate for emergency call back or station staffing.</p>

<p>Retirement:</p>	<p>For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), the retirement formula shall be 2.7%@57. Employees shall have a member contribution rate of fifty percent (50%) of the total normal cost rate on a pre-tax basis. The current mandated and optional benefits of this retirement tier are located in Appendix B of the Memorandum of Understanding.</p> <p>For employees hired on or after December 15, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, the second-tier retirement formula shall be 3%@55. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of this retirement tier are located in Appendix B of the Memorandum of Understanding.</p> <p>For employees hired before December 15, 2012, the retirement formula shall be 3%@50. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of this retirement tier are located in Appendix B of the Memorandum of Understanding.</p> <p>New employees covered by a public retirement system with reciprocity (i.e., 37 Act), will be placed in the 3% @ 55 plan, in accordance with PEPRA.</p> <p>Effective July 1, 2020, all employees shall pay point five percent (.5%) of PERSable compensation towards the employer share of CalPERS retirement pursuant to PERS Code Section 20516.</p> <p>Effective July 1, 2021, all employees shall <u>continue to</u> pay an additional point five percent (.5%), for a total of one percent (1%), of PERSable compensation towards the employer share of CalPERS retirement pursuant to PERS Code Section 20516.</p>
<p>Safety Equipment:</p>	<p>Department issued.</p>

<p>Salary Increases:</p>	<p>Effective the first payroll period after ratification by the Fire Association and approval by the City Council, the salary range for each classification will consist of five (5) steps (A through E) with approximately 5% between each step.</p> <p>Effective the first pay period after ratification and approval by the City Council, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3.0%) retroactive to June 1, 2019.</p> <p><u>Effective the first pay period after ratification and approval by the City Council, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive an equity adjustment of one percent (1%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services.</u></p> <p><u>Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum equivalent payment of the general salary increase and equity adjustments retroactive to pay period inclusive of June 1, 2022. Effective the first pay period after ratification and approval by the City Council, the following classifications shall receive an equity adjustment retroactive to June 1, 2019, as follows:</u></p> <p>Firefighter — 1.5% Fire Engineer — 1.0%</p> <p>Effective the pay period inclusive of July 1, 2020³⁰, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3%).</p> <p><u>Effective the pay period inclusive of July 1, 2023, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive an equity adjustment of one half percent (0.5%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services. Effective the pay period inclusive of July 1, 2020, the following classifications shall receive an equity adjustment as follows:</u></p> <p>Firefighter — 1.0% Fire Engineer — 0.75% Fire Captain — 0.50%</p> <p>Effective the pay period inclusive of July 1, 2021, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3%).</p> <p>Equity adjustment shall precede general salary increases</p>
<p>Sick Leave:</p>	<p>1/2 shift per month. Unlimited accumulation. 50% payoff of hours at retirement, death, or layoff and 50% reported to CalPERS as additional service credit – OR – 100% of unused sick leave to be reported to CalPERS as additional service credit.</p>
<p>Stand By Pay:</p>	<p>\$2.00 per hour.</p>

Uniform Allowance:	<p>\$10050 per year. Employees shall receive their uniform allowance in the last pay period of the calendar year after earning it in equal installments paid in each regular biweekly payroll.</p>
Vacation:	<p>1-5 years = 6 shifts; 6-10 years = 9 shifts; 11+ years = 12 shifts. No carryover. 1 - 24 hour shift = 2 - 8 hour days of vacation.</p> <p>Shift employees may sell back seventy-two (72) hours annually and those on a forty- (40) hour workweek may sell back forty-eight (48) hours annually.</p> <p><u>Effective the first pay period after ratification and approval by the City Council, employees may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.</u></p>

Employees in this group should refer to the City Personnel Rules for further information on Employer/Employee relations, personnel practices, and terms and conditions of employment.

<p>Medical & Dental After Retirement:</p>	<p>For employees and retirees hired on or before 6/30/2019: City pays up to \$750 per month towards the retiree’s medical insurance through CalPERS. Retiree pays own dental premiums after retirement.</p> <p>For employees hired on or after 7/1/2019: The City’s maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). In addition to the PEMHCA minimum, employees will receive the following contributions to their Retiree Health Savings (RHS) account:</p> <ul style="list-style-type: none"> • From zero (0) to five (5) years of service: Twenty-five (\$25) per month. • After completion of five (5) years of continuous service with the City:, One hundred dollars (\$100.00) per month. • After completion of ten (10) years of continuous service with the City: One hundred and fifty dollars (\$150.00) per month. • After completion of twenty (20) years of continuous service with the City: , Two hundred dollars (\$200.00) per month to be deposited into their RHS account. <p>Effective the first pay period after ratification and approval by the City Council, employees may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.</p> <p>Employees who terminate City service for reasons other than retirement or layoff prior to completing ten (10) years of continuous service with the City will forfeit any City contribution.</p> <p>Employees will fall under the medical retirement tier based on original date of hire as a regular employee.</p>
<p>Medical, Dental & Vision Insurance:</p>	<p>Health plans offered through CalPERS. Dental plan is Delta Dental. Vision plan is Vision Service Plan.</p> <p>The employer contributed cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as listed below. At a minimum, the employee must purchase dental, vision and life insurance at the employee only level.</p> <ul style="list-style-type: none"> • Employee Only: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$905 per month. • Employee Plus One: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$1,358 per month. • Employee Plus Two or More: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$1,773 per month. • In no event shall the City contribution exceed 100% of the selected plan premium cost including dental and vision.

Medical, Dental and Vision Insurance Share the Savings (Opt Out):	<p>Employees hired into the Firefighter classification before 7/1/19: Employees who choose to opt out of any of the City’s medical plans and show proof of enrollment in another group medical plan shall receive four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected.</p> <p>Employees hired into the Firefighter classification on or after 7/1/19: Employees who choose to opt-out of any of the City’s medical plans (opt out) and show proof of health care coverage shall receive four hundred and seventy five dollars (\$475). Opt out dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental and vision up to the Employee Only rate. Employees can purchase up to the Employee Plus Two or More rate with the opt out funds.</p>
Medicare Tax:	1.45%
Non-PERSable Bonus:	<p>Effective the first payroll period after ratification by the Fire Association and approval by the City Council, all Fire Association members will receive a one-time, non-PERSable signing bonus in the amount of three percent (3%) of base rate of pay.</p> <p>Effective payperiod inclusive of July 1, 2023, all Fire Association members will receive a one-time, non-PERSable signing bonus in the amount of three percent (3%) of base rate of pay.</p>
Strike Team/Overhead Deployments	<p>Employees assigned to reimbursable strike team/overhead deployments (Line EMT, PIO, Overhead or other recognized positions) shall receive a ten percent (10%) differential for any reimbursable incident. The differential shall apply from the time of deployment to the employee's return from the deployment. USAR deployments are excluded from this pay differential.</p>
Out-Of-Class Pay:	<p>\$50 per shift or \$2.08 per hour for portion of shift acting above Firefighter; \$75 per shift or \$3.13 per hour for portion of shift for Firefighter acting as Fire Captain.</p>
Out of County Return	<p>For the term of this MOU only a program will be available to employees who participate in a strike team or other out of county assignment for a minimum of ten (10) days, and upon return to the City during their regularly schedule shift, shall be placed on City-paid rest and recovery up to a maximum of twelve (12) hours and shall not be required to utilize their accrued paid leave for the rest and recovery time. With approval, employees may take the remainder of the shift off using CTO, Vacation, Holiday accrued leave. Employees may participate in the program once annually</p>
Overtime:	Paid 1-1/2 overtime rate for emergency call back or station staffing.

<p>Retirement:</p>	<p>For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), the retirement formula shall be 2.7%@57. Employees shall have a member contribution rate of fifty percent (50%) of the total normal cost rate on a pre-tax basis. The current mandated and optional benefits of this retirement tier are located in Appendix B of the Memorandum of Understanding.</p> <p>For employees hired on or after December 15, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, the second-tier retirement formula shall be 3%@55. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of this retirement tier are located in Appendix B of the Memorandum of Understanding.</p> <p>For employees hired before December 15, 2012, the retirement formula shall be 3%@50. Employees shall pay the entire 9% of their employee CalPERS contribution on a pre-tax basis. The current mandated and optional benefits of this retirement tier are located in Appendix B of the Memorandum of Understanding.</p> <p>New employees covered by a public retirement system with reciprocity (i.e., 37 Act), will be placed in the 3% @ 55 plan, in accordance with PEPRA.</p> <p>Effective July 1, 2021, all employees shall continue to pay an additional one percent (1%), of PERSable compensation towards the employer share of CalPERS retirement pursuant to PERS Code Section 20516.</p>
<p>Safety Equipment:</p>	<p>Department issued.</p>

<p>Salary Increases:</p>	<p>Effective the first payroll period after ratification by the Fire Association and approval by the City Council, the salary range for each classification will consist of five (5) steps (A through E) with approximately 5% between each step.</p> <p>Effective the first pay period after ratification and approval by the City Council, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3.0%).</p> <p>Effective the first pay period after ratification and approval by the City Council, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive an equity adjustment of one percent (1%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services.</p> <p>Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum equivalent payment of the general salary increase and equity adjustments retroactive to pay period inclusive of June 1, 2022.</p> <p>Effective the pay period inclusive of July 1, 2023, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a general salary increase of three percent (3%).</p> <p>Effective the pay period inclusive of July 1, 2023, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive an equity adjustment of one half percent (0.5%) in recognition of the increased requirements and responsibilities of performing emergency medical technician (EMT) services.</p> <p>Equity adjustment shall precede general salary increases</p>
<p>Sick Leave:</p>	<p>1/2 shift per month. Unlimited accumulation. 50% payoff of hours at retirement, death, or layoff and 50% reported to CalPERS as additional service credit – OR – 100% of unused sick leave to be reported to CalPERS as additional service credit.</p>
<p>Stand By Pay:</p>	<p>\$2.00 per hour.</p>
<p>Uniform Allowance:</p>	<p>\$1000 per year. Employees shall receive their uniform allowance in equal installments paid in each regular biweekly payroll.</p>
<p>Vacation:</p>	<p>1-5 years = 6 shifts; 6-10 years = 9 shifts; 11+ years = 12 shifts. No carryover. 1 - 24 hour shift = 2 - 8 hour days of vacation.</p> <p>Shift employees may sell back seventy-two (72) hours annually and those on a forty- (40) hour workweek may sell back forty-eight (48) hours annually.</p> <p>Effective the first pay period after ratification and approval by the City Council, employees may have prior years of qualifying service included in their City years of service to count toward their accrual tier if they previously worked as a full time paid Firefighter/EMT or above. Prior years of service must be verified by submitting employment documentation outlining previous dates of employment. Additional documentation may be requested if necessary.</p>

Employees in this group should refer to the City Personnel Rules for further information on Employer/Employee relations, personnel practices, and terms and conditions of employment.

**City of West Sacramento
2022/2023 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Fire Captain	6/18/22	8423	8844	9286	9750	10238	\$122,856	\$122,856
Fire Engineer	6/18/22	7337	7704	8089	8493	8918	\$107,016	\$107,016
Firefighter	6/18/22	6724	7060	7413	7784	8173	\$80,688	\$98,076

City of West Sacramento
2023/2024 Classification Plan

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Fire Captain	7/1/23	8718	9154	9612	10093	10598	\$127,176	\$127,176
Fire Engineer	7/1/23	7593	7973	8372	8791	9231	\$110,772	\$110,772
Firefighter	7/1/23	6960	7308	7673	8057	8460	\$83,520	\$101,520

MEETING DATE: June 15, 2022

ITEM # 10



SUBJECT:
CONSIDERATION OF THE TERMS OF SUCCESSOR AGREEMENT AND ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST SACRAMENTO AND THE WEST SACRAMENTO POLICE OFFICERS' ASSOCIATION AND ADOPTION OF RESOLUTION 22-81 APPROVING AMENDMENTS TO THE BUDGET FOR FISCAL YEARS 2021/22 AND 2022/23

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Amanda Berlin, Assistant City Manager
 Liane Lee, Human Resources Manager
 Kaitlyn Montez, Sr. Human Resources Analyst
City Manager's Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to seek City Council consideration of a two-year (2) year successor Memorandum of Understanding (MOU) between the City of West Sacramento and the West Sacramento Police Officers' Association (POA) and Resolution 22-81, approving related budget amendments.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the terms of the successor agreement and adopt the Memorandum of Understanding between the City of West Sacramento and the West Sacramento Police Officers' Association effective January 1, 2022 through December 31, 2023; and
2. Approve the amended and updated Authorized Position List for Fiscal Year 2022/23; and
3. Approve the updated Classification Plan (Salary Schedule) and Benefits Summaries for POA; and,
4. Adopt Resolution 22-81 approving amendments to the approved biennial budget for Fiscal Years 2021/22 and 2022/23 to fund the proposed salary and benefit changes.

BACKGROUND

The current MOU between the City of West Sacramento (City) and POA expired on December 31, 2021. Negotiations for a successor MOU commenced on December 22, 2021. A tentative agreement was reached on May 23, 2022. Represented members of POA ratified the tentative agreement on May 25, 2022.

The negotiated economic terms of the successor agreement are specifically designed to foster recruitment and retention through increasing the competitiveness of compensation.

ANALYSIS

The City and POA agreed to a two (2) year MOU effective January 1, 2022 through December 31, 2023. The successor MOU is attached hereto as Attachments 1 (Redline) and 2 (Clean) and contains several non-economic and economic terms. Key economic points of the tentative agreement are as follows:

1. Effective the first payroll period after ratification and approval by the City Council, employees shall receive a general salary increase of three percent (3.0%).
2. Effective the first payroll period after ratification and approval by the City Council, various association positions will have individual equity increases, and new series will be added to job descriptions.
3. Effective the first payroll period after ratification and approval by the City Council, employees shall receive a One-Time Money Equivalent retro for GSI and Equities Only.
4. Effective the payroll period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum signing bonus of three percent (3%) of annual base pay.
5. Effective the pay period inclusive of January 1, 2023, employees shall receive a general salary increase of three percent (3.0%).
6. Effective the pay period inclusive of January 1, 2023, various association positions will have individual equity increases.
7. Effective the pay period inclusive of July 1, 2023, employees will receive a one-time, non-PERSable lump sum retention payment of three percent (3%) of annual base pay.
8. Effective the first payroll period after ratification and approval by the City Council, employees shall receive up to \$1000 annual reimbursement for qualifying tuition and equipment reimbursement.
9. Effective the first payroll period after ratification and approval by the City Council, employees shall receive 80hrs of vacation sell back per year.

10. Effective the first payroll period after ratification and approval by the City Council, new and existing sworn members can count prior non-city POST sworn years of service towards vacation accrual, longevity, and retiree health savings account.
11. Effective the first payroll period after ratification and approval by the City Council, upon verification, employees shall receive 2.5% for a master's degree.
12. Effective the first payroll period after ratification and approval by the City Council, separate education incentives and POST certificate incentives. Maximum incentive under education incentive section is six and one-half percent (6.5%) for sworn and nonsworn association members. Maximum incentive under POST certificates is four and one-half percent (4.5%) for sworn association members.

Environmental Considerations

Not applicable.

Commission Recommendation

Not applicable.

Strategic Plan Integration

These recommendations support the City Council's Mission to provide Quality Municipal Services and a City government that is financially sound with a superior workforce.

Alternatives

The City Council may choose to accept or reject any or all of the terms of the agreement. However, should the terms of this agreement be rejected or modified, the City and the Union will have to reopen negotiations.

Coordination and Review

Representatives of the POA and the City of West Sacramento (Human Resources & Finance) have agreed to the terms of the agreement. The POA membership ratified the tentative agreement on May 25, 2022.

Budget/Cost Impact

The approval of the MOU with the West Sacramento Police Officer's Association will result in one-time costs of \$437,152 in FY 2021/22, one-time costs of \$235,652 in FY 2022/23 and ongoing costs of \$1,274,435 in FY 2022/23. Ongoing costs are primarily borne by the General Fund, with less than 1% of the total impact being borne by the Measure K Fund. The One-time MOU costs of \$613,926 are proposed to be funded using available one-time Measure N Public Safety fund balance, while \$2,370 in one-time costs will be funded by Measure K and \$57,138 in one-time costs will be funded by General Fund. The remaining ongoing Public Safety balance in the Measure N fund is proposed to fund the first \$579,522 in ongoing MOU costs beginning in FY 2022/23, reducing the ongoing impact to the General Fund to approximately \$1.0 million annually. This item requests adoption of Resolution 22-81 approving amendments to the adopted budget for the General Fund, Measure K Fund, and the Measure N Fund for Fiscal Years 2021/22 and 2022/23 to fund the proposed changes in salary and benefits for the Police Officer's Association MOU.

ATTACHMENT(S)

1. Memorandum of Understanding (Redline)
2. Memorandum of Understanding (Clean)
3. Benefit Summary (Redline)
4. Benefit Summary (Clean)
5. POA Salary Schedule effective 6/18/2022 and 1/1/2023
6. Authorized Position List (APL) for FY 2022/23
7. Resolution 22-81

**MEMORANDUM
OF
UNDERSTANDING**



BETWEEN
THE CITY OF WEST SACRAMENTO
AND
THE WEST SACRAMENTO POLICE OFFICERS ASSOCIATION
Effective ~~January 1, 2022~~ ~~July 1, 2022~~ through December 31, 2023

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1. Recitals

1.1. Parties

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the City of West Sacramento (“the City”) and the West Sacramento Police Officers’ Association (“the Association”).

1.2. Recognition

The City recognizes the Association as the sole and exclusive bargaining representative for all full-time employees of the City who are in the classifications of Police Officer, Police Sergeant, Crime

Scene Investigator I/II/III, Code Enforcement Officer I/II/~~Senior~~ ~~Code Enforcement Officer~~, Police Records Technician I/II/Senior, Property and Evidence Technician I/II and Community Services Officer I/II/Senior, Police Services Coordinator.

1.3. Definitions

1.3.1 Chief of Police

The Chief of Police or designee.

1.3.2 City Manager

The City Manager or designee.

1.3.3 Day(s)

A day is defined as the twenty-four (24) hours period commencing at 12:01 a.m. All references to days shall mean calendar days, unless otherwise noted.

1.3.4 Department

Department shall mean the Police Department or Community Development Department unless otherwise noted.

1.3.5 Director of Community Development

The Director of Community Development or designee.

1.3.6 Employee

Employee shall mean an employee in the bargaining unit represented by the Association.

1.3.6.1 Sworn Employee

Sworn employee shall mean an employee in the classification of Police Sergeant and Police Officer. These terms (Police Sergeant, Police Officer and sworn employees) shall mean Peace Officers as defined by the California Penal Code, Section 830, et seq.

1.3.6.2 Civilian Employee

Civilian employee shall mean an employee in the classification of Crime Scene Investigator I/II/III, Code Enforcement Officer I/II, ~~Senior Code Enforcement Officer~~, Police Records Technician I/II/Senior, Property and Evidence Technician I/II, ~~and~~ Community Services Officer I/II /Senior, Police Services Coordinator, Youth Counselor, Crime Analyst I/II/Senior.

1.3.7 Regular Hours

The time assigned to work, including paid time off, but not including overtime.

1.3.8 Workweek

Unless otherwise noted, the workweek is defined as commencing at 12:01 a.m. Saturday and ending at midnight the following Friday.

1.4. Seniority

1.4.1.

For purposes of determining seniority within the Department in making a determination on issues where seniority controls according to the MOU, the following seniority system is established.

1.4.2.

Seniority, within the Police Department, shall be defined as time in classification plus higher classification. Higher classification shall be determined by the top step hourly rate of pay in the affected classifications.

Sworn employees hired on the same date shall be granted seniority according to their ranking on the eligibility list. If the ranking of two or more sworn employees hired on the same date is the same, seniority shall be in order of the individual's total time as a full-time peace officer in the State of California. If the ranking of two or more sworn employees hired on the same date is the same and their total time as full-time peace officers in the State of California is the same, then seniority shall be determined by lot.

Civilian employees hired on the same date shall be granted seniority according to their ranking on the eligibility list. If the ranking of two or more civilian employees hired on the same date is the same, seniority shall be determined by lot.

2. Association Rights

2.1. Agency Shop

Except as otherwise provided in this Section, employees shall become and remain members of the Association or shall pay a fair share fee to the Association.

2.1.1 Implementation

All employees subject to the MOU must join the Association, pay a fair share fee to the Association or execute a written declaration claiming a religious or personal exemption from this requirement. Any employee hired by the City, subject to the MOU, shall be provided with a notice advising that the City has entered into an Agency Shop agreement with the Association by the Human Resources Division. The notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a fair share fee.

An employee shall have ten (10) working days following the initial date of employment to fully execute the authorization form of their choice and return said form to the Human Resources Division.

The effective date of dues, service fee deductions or charitable contribution for an employee shall be the beginning of the first pay period inclusive of the date on which the City's Human Resources Division receives the signed authorization form. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or authorized fees.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over the Association dues and fair share fees.

2.1.2 Religious or Personal Exemption

Any employee of the City, subject to the MOU, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization or who holds long standing personal beliefs regarding participation in any labor organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to make a charitable contribution equal to the fair share fee in-lieu of the Association membership or fair share fee payment.

Declarations of, or applications for, religious or personal exemption and any supporting documentation shall be forwarded to the Association within ten (10) working days of receipt by the City. The Association shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction.

2.1.3 Payroll Deductions and Payment

The City shall deduct the Association dues or fair share fees from employee's pay in conformance with State and City regulations. The City shall promptly pay to the designated payee all deducted sums. The City shall provide annually on the pay period inclusive of March 1, a list of all persons making charitable deductions pursuant to a religious or personal exemption as described herein.

The employees shall pay a sum equal to the agency fee described above to one of the following three non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code: National Law Enforcement Memorial Fund, California Police Officer's Memorial Foundation, or Concerns of Police Survivors.

2.1.4 Hold Harmless

The Association shall indemnify and hold harmless the City, its officers and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provision contained in the MOU. In no event shall the City be required to pay from its own funds the Association dues, fair share fees or charitable contributions which an employee was obligated to pay, but failed to pay, regardless of the reasons.

2.1.5 Suspension of Agency Fees

For the duration of any strike sanctioned, called, or supported by the Association, the City may suspend collection of Association dues, fair share fees or charitable contributions without damage to the employee.

2.1.6 Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees into the unit represented by the Association pursuant to the MOU shall not require an election for the application of the Agency Shop provision to the classification(s) and/or employee(s).

2.2 Association Release Time

The Association shall have a reasonable amount of release time for the conducting of official Association business. The release time may be used by designated Association representatives for purposes relating to labor negotiations, and employee/employer relation matters.

2.3. Use of Release Time

Use of Association release time is subject to reasonable advance requests. Release time will be coordinated with the Division Commander. Approval of the release time must be received before the employee uses the time. The Department shall reasonably grant or deny the release time based upon the legitimate operating needs.

2.4 Association Time Bank

An Association Time Bank (ATB) is established for the purpose of allowing Association members to request paid time off for Association business, including participating in Association sponsored training, conferences and workshops. Any request of ATB shall require the approval of the Association President prior to submission.

ATB requests shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Chief reserves the right to approve ATB requests which incur overtime costs. ATB shall not supersede previously approved vacation requests of other Association personnel.

During the first full pay period that begins in January of each year, each employee covered by this Agreement shall contribute one-half (.5) hour of vacation leave to the ATB. The Association can adjust the ATB contribution, up to a five (5) hour maximum, on an annual basis. The Association shall notify the City by October 1, of any change in ATB contributions.

This time, if not utilized by the Association within the year it is contributed, shall not be returned to the contributing members nor shall this time be subject to cashout, but shall be rolled over to

the next year's ATB. This time shall become the property of the Association and shall be banked. Contributions to the ATB shall be done on an hour for hour basis.

The City shall provide the Association the ATB time balance annually on February 1.

2.5. Meetings

The Association shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of the use. The use shall not interfere with the regular course of doing business. The City reserves the right to condition the use on payment of appropriate charges to offset the costs of the use of the facilities.

2.6. Communications

2.6.1. Bulletin Boards

The Association shall have the right to install bulletin boards for the Association's exclusive use. All material shall be posted upon the bulletin board and not upon walls, doors, file cabinets, or any other place. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any federal, state, or local ordinance, law, statute, or rule. The material shall not pertain to public issues which do not involve the City and its relations with employees. All posted material shall be neatly displayed. The City reserves the right to determine where bulletin boards may be used. Should the Association not abide by these rules, the Association may forfeit its right to have a bulletin board.

2.6.2. Inter/Intra Departmental Mail System

The City agrees to allow limited use of the City's inter/intra departmental mail system to the Association. The use shall not include material unsuitable for posting under Section 2.6.1.

3. Management Rights

Except as otherwise limited by a specific term of this agreement, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

To manage all facilities and operations of the City including the methods, means, and personnel by which the City operations are to be conducted.

To direct the work force, including the right to hire, assign, promote, demote, or transfer an employee.

To determine the location of all work assignments and facilities.

To determine processes, techniques, methods, and means of all operations, including changes, allocations, or adjustments of any machinery or equipment.

To determine the size and composition of the work force.

To determine policy and procedures affecting the selection or training of employees.

To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

To control and determine the use and location of City employees, property, material, machinery, or equipment.

To schedule the operation of and to determine the number of shifts.

To determine the hours of operation.

To determine and enforce safety, health, and property protection measures and require adherence thereto.

To transfer work from one job site to another or from one location or unit to another.

To introduce new, improved, or different methods of operations, or change existing methods.

To layoff employees from duty for lack of work, lack of funds, or any other reason.

To reprimand, suspend, discharge, or otherwise discipline employees.

To discharge probationary employees without right to appeal.

To establish, modify, determine, or eliminate job classifications and allocate City positions to such classifications.

To promulgate, modify, and enforce work rules, safety rules, and regulations.

To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

To contract or subcontract services, maintenance, distribution, or any other work with outside public or private entities.

No arbitrator shall have the authority to diminish any of the Management Rights included in this Section.

Any agreement by the City to meet and confer, or meet and consult over the effect of exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

4. Hours and Work Schedule

4.1. Standard Workday

The standard workday shall be from eight (8) to twelve and one-half (12.5) hours of work performed, not including any unpaid non-work time, as determined by the Chief of Police or Director of Community Development. Except in exigent or emergency circumstances, prior to modifying the hours in the standard workday, the City will notice and meet and confer with the Association prior to implementation. All days off in a workweek will be consecutive.

4.1.1

An employee who attends approved training that is shorter than the duration of their regular workday may, at the employee's discretion:

- a) Return to work and finish the remainder of their work hours;

- b) Use CTO or vacation leave for the remainder of their work hours;
- c) Make up the owed work hours on another workday;
- d) Make up the owed work hours on a regularly scheduled day off; or
- e) Any combination of the preceding so long as it occurs in the same fourteen (14) day pay period in which the training occurred.

For purposes of calculating the number of work hours that are owed to the City by the employee, the City will count any time required by the employee for homework and/or studying as a result of the training and travel time to and from the training site. Travel time shall be determined as originating and terminating at the police department.

Employees are responsible for tracking their own time spent in training and travel. Employees shall notify their direct supervisor prior to the concluding of training regarding any hours owed.

Overtime shall not be paid for hours owed to the City under this Section 4.1.1 and shall be paid to the employee at the employee's regular rate of pay.

4.2 Schedule Changes

The Chief of Police will provide at least fifteen (15) days advance notice before changing an employees' regular shift unless exigent circumstances exist requiring less notice. Involuntary shift changes shall be done in reverse seniority order.

4.2.1

An employee may have their shift changed (or flexed) for training in the following circumstances:

- a) The employee voluntarily agrees to the flexed schedule;
- b) The training is required as part of being accepted into a specialty assignment; or
- c) The training is for two (2) or more consecutive days.

An employee may not be required to work more than five (5) days in a seven (7) day workweek (this does not include voluntary overtime) and must have a minimum of two (2) consecutive days off in each workweek.

An employee who is required to attend a training that lasts for one (1) day or less on their regular day off shall be paid overtime at the rate of time and one-half (1.5) their regular rate of pay.

4.3 Shift Exchange

Employees may be allowed to exchange shifts or portions thereof during the same payroll period with the approval of the employees' Division Commander or supervisor. Shift exchanges may be granted when it does not interfere with established training schedules, the operation of the Department, the safety of employees, or other applicable laws. The shift exchange shall have no effect on the hours or rate of pay for any of the employees involved in the exchange.

4.3.1 Shift Bidding

Employees shall bid for shift, hours, and days off in order of seniority, beginning with the most senior employee. Shift bidding will be conducted annually in November, with implementation on the first full pay period in January.

Sergeants shall bid before police officers.

When a shift becomes vacant outside of the shift bid, a two-bump process shall be used. The most senior employee requesting the vacancy shall be allowed to move, thus creating a second vacancy which shall be filled with the next most senior employee requesting the shift. If the department chooses to fill the vacancy created by the second move, it shall be filled with the least senior employee.

4.4 Rest and Meal Periods

4.4.1 Sworn Employees

The time and duration of meal/rest periods for sworn employees shall be within the discretion of the Chief of Police and shall not exceed one (1) hour in total. Rest/meal periods for sworn employees shall be considered time worked. Meal/rest periods shall be scheduled in accordance with the requirements of the Department, and shall be taken at locations approved by the Chief of Police.

4.4.2 Civilian Employees

Civilian employees shall receive two (2) paid fifteen (15) minute rest periods and an unpaid meal period not to exceed one (1) hour. The Department will consider one-half (.5) hour meal periods within each work division using guidelines for approval listed below.

The exact time and duration of meal periods for civilian employees shall be within the discretion of the Chief of Police or Director of Community Development for Code Enforcement personnel. Rest and meal periods for civilian employees assigned to eight (8), nine (9), ten (10), or twelve (12) consecutive hours of work shall be considered time worked. Rest periods shall be scheduled in accordance with the requirements of the Department. The Chief of Police or Director of Community Development, as appropriate, shall determine which employees will be assigned to work eight (8), nine (9), ten (10) or twelve (12) consecutive hours.

4.4.3 Guidelines for Approval of One-Half (.5) Hour Meal Periods

The Chief of Police or Director of Community Development, as appropriate, shall use the following guidelines in determining if a sworn or civilian employee can have a one-half (.5) hour meal period:

- Work divisions which staff public counters will not disrupt or shorten their scheduled hours to the public;
- Meal periods will be established by the appropriate supervisor;
- Employees in small work divisions must be cross-trained in order to ensure the full range of division services are available; and,

- One-half (.5) hour meal periods shall be inclusive of any travel time to and from the worksite.

4.5. Overtime Meal Allowance

All employees working two (2) or more hours of overtime contiguous to their regular shift shall be provided either an additional one-half (.5) hour meal period or one-half (.5) hour of overtime if a meal period cannot be provided during the overtime worked.

5. Wages

5.1 Rates of Pay

5.1.1 Hourly Rate of Pay

The hourly rate of pay for all employees shall mean the employee's current hourly rate without any additional pays.

5.1.2 Regular Rate of Pay

The regular rate of pay for all employees shall mean the employee's current hourly rate of pay plus all differentials and incentives (including FTO/Records Trainer/Code Enforcement Officer Trainer, Longevity, Bi-lingual, Education, POST, Shift Differential, Medical in Lieu (opt out), [Officer in Charge \(OIC\)](#) and Police Liaison) for which the employee qualifies under this MOU.

5.1.3 Separation Rate of Pay

The separation rate of pay for all employees shall mean the employee's current hourly rate of pay at time of separation plus the following incentives: FTO/Records Trainer/Code Enforcement Officer Trainer, Longevity, Bi-lingual, Education, POST, [Officer in Charge \(OIC\)](#) and Police Liaison, for which the employee qualifies under this MOU.

5.2 Salary and Equity Adjustments

5.2.1 ~~5.2.1~~ Salary Adjustments

5.2.1.1

Effective the first payroll period after ratification and approval by the City Council, employees shall receive a general salary increase of three percent (3.0%).

Effective the first pay period after ratification and approval by the City Council, the following classifications shall receive an equity adjustment as follows:

<u>Position</u>	<u>Equity Adjustment</u>
<u>Community Services Officer I</u>	<u>4.27%</u>
<u>Community Services Officer II</u>	<u>6.00%</u>
<u>Crime Analyst II</u>	<u>8.40%</u>
<u>Crime Scene Investigator I</u>	<u>2.00%</u>
<u>Crime Scene Investigator II</u>	<u>2.00%</u>

<u>Crime Scene Investigator III</u>	<u>2.00%</u>
<u>Police Officer</u>	<u>2.00%</u>
<u>Police Records Technician II</u>	<u>3.47%</u>
<u>Police Sergeant</u>	<u>2.00%</u>
<u>Police Services Coordinator</u>	<u>7.71%</u>

Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum, payment retroactive to January 1, 2022 which equates to three percent (3%) of annual base pay.

5.2.1.2

Effective pay period inclusive of January 1, 2023, employees shall receive a general salary increase of three percent (3.0%).

Effective pay period inclusive of January 1, 2023, the following classifications shall receive an equity adjustment as follows:

<u>Position</u>	<u>Equity Adjustment</u>
<u>Police Officer</u>	<u>1%</u>
<u>Police Sergeant</u>	<u>1%</u>

• July 1, 2018

- ~~○ Sworn employees will receive a 5% general salary increase.~~
- ~~○ Civilian employees will receive a 2.2% general salary increase.~~

- ~~● July 1, 2019~~

- ~~○ Sworn employees shall receive a five percent (5%) general salary increase.~~
- ~~○ Crime Scene Investigators will receive a three percent (3%) general salary increase.~~

- ~~● January 1, 2020~~

- ~~○ Sworn employees shall receive a two point nine percent (2.9%) general salary increase.~~

5.2.2 Salary Schedule

5.2.2.1 For Employees Hired Prior To July 1, 2018

For employees hired as a regular employee prior to July 1, 2018, the salary range consists of five (5) steps (A through E) with approximately 5% between each step (Appendix A).

When an employee hired prior to July 1, 2018, reaches the top step (E step) of the five step (5) salary range of their current classification, they will then be placed at the top step (1 step) of the nine (9) step salary schedule.

5.2.2.2 For Employees Hired After June 30, 2018

For employees hired as a regular employee after June 30, 2018, the salary range consists of nine (9) steps (A through I) with approximately 2.5% between each step (Appendix A).

5.2.2.3

Once all employees hired prior to July 1, 2018, reach the top step of their current classification range, they will move to the top step of the nine (9) step salary schedule, and the five step (5) salary schedule will be eliminated.

Upon promotion or series adjustment, all employees will move to or remain on the nine (9) step salary schedule.~~Upon promotion, employees existing at the time of ratification/approval of this MOU will continue to receive 5% merit increases.~~

5.2.3 Signing and Retention Bonus Pay

Effective the payroll period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum signing bonus of three percent (3%) of annual base pay.

Effective pay period inclusive of July 1, 2023, employees will receive a one-time, non-PERSable lump sum retention payment of three percent (3%) of annual base pay.~~Effective the payroll period inclusive of July 1, 2018, current civilian employees who were employed on July 1, 2017, will receive a non-PERSable signing bonus of four thousand one hundred sixty-three dollars (\$4163.00).~~

~~Effective the payroll period which pays on November 2, 2018, current sworn bargaining until members who were employed on July 1, 2017, will receive a one time, non-PERSable lump sum payment per person in flat dollars equivalent to an additional five point three (5.3%) in salary increase.~~

5.2.4 Longevity

5.2.4.1 Sworn Employees

Sworn Employees shall receive the following longevity increases:

- Two and one-half percent (2.5%) of their hourly rate of pay after a total of ten (10) years of service in a sworn capacity with a POST participating agency in the first full pay period after completion of ten (10) years is verified (i.e., beginning at the 11th year).
- Additional two and one-half percent (2.5%) of their hourly rate of pay after a total of twelve (12) years of service in a sworn capacity with a POST participating agency in the first full pay period after completion of twelve (12) years is verified (i.e., beginning at the 13th year).
- Additional five percent (5%) of their hourly rate of pay after completing a total of fifteen (15) years of service (i.e., beginning of the 16th year) in a sworn capacity with a POST participating agency.
- The cumulative maximum longevity pay is ten percent (10%) after completion of the 15th year in a sworn capacity with a POST participating agency.

- Prior years of qualifying service must be verified by submitting a copy of POST profile. Additional documentation may be requested if necessary.
- Effective dates of prior years of service will be applied to longevity pay on or after the payroll period after ratification and approval by the City Council and verification of POST profile submitted by employee.

Sworn Employees shall receive the following longevity increases:

- Two and one half percent (2.5%) of their hourly rate of pay after ten (10) years of service with the Association and with the City in the first full pay period after their ten (10) year anniversary date (i.e., beginning at the 11th year).
- Two and one half percent (2.5%) of their hourly rate of pay after fifteen (15) years of service with the Association and with the City in the first full pay period after their fifteen (15) year anniversary date. The maximum longevity pay is five percent (5%) after completion of the 15th year.

Effective May 1, 2019, sworn employees shall receive the following additional longevity increase:

- Two and one half percent (2.5%) of their hourly rate of pay after completing twelve (12) years of service (i.e., beginning at the 13th year). The maximum longevity pay will increase to seven and one half percent (7.5%) after completion of the 15th year.

Effective January 1, 2020, sworn employees shall receive the following additional longevity increase:

- Two and one half percent (2.5%) of their hourly rate of pay in addition to the two and one half percent (2.5%) of their hourly rate of pay provided above for a total of five percent (5%) after completing fifteen (15) years of service (i.e., beginning at the 16th year). The maximum longevity pay will increase to ten percent (10%) after completion of the 15th year.

5.2.4.2 Civilian employees

Civilian employees shall receive the following longevity increases:

- Two and one-half percent (2.5%) of their hourly rate of pay after ten (10) years of service with the ~~Association and with the~~ City in the first full pay period after their ten (10) year anniversary date as a regular employee (i.e., beginning at the 11th year).

-

- An additional ~~Two~~ two and one-half percent (2.5%) of their hourly rate of pay after fifteen (15) years of service ~~with the Association and~~ with the City in the first full pay period after their fifteen (15) year anniversary date as a regular employee.

- The maximum longevity pay is five percent (5%) after completion of the 15th year.

- 5.3.

5.3 — Overtime

It is the general policy of the City to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with the protection of lives and property of its citizens and the efficient operation of the City. Overtime work requires prior authorization by the Chief of Police or Director of Community Development, as appropriate.

5.4. Overtime Pay

5.4.1.

Employees who work in excess of their standard workday, as defined in Section 4.1, shall be compensated for such overtime at the rate of time and one-half (1.5) their regular rate of

pay. Sick leave shall not count towards time worked in determining whether an employee has worked in excess of their standard workday. (This provision shall not apply to employees taking sick leave due to a worker's compensation injury or illness.) An employee shall not be assigned mandatory overtime as a result of the use of sick leave.

5.4.2 Sworn Employees

Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off shall not accrue in excess of one hundred forty (140) hours. Employees may use compensatory time off with the approval of the Chief of Police.

5.4.3 Civilian Employees

Overtime may be taken in cash or in the form of compensatory time off for eligible employees. Compensatory time off shall not accrue in excess of eighty (80) hours. Employees may use compensatory time off with the approval of the Chief of Police or Director of Community Development, as appropriate.

5.4.4.

Upon termination from City service, all accumulated compensatory time off shall be paid to the employee at the employee's current regular rate of pay.

5.4.5.

At any time during the calendar year in which it is earned, prior to the last pay date of the calendar year, An employee may request in writing that a portion or all of the compensatory time off accrued be paid on the earliest possible payday. The payment is subject to the approval of the Chief of Police or Director of Community Development, as appropriate. An employee may only use or cash out compensatory time off during the calendar year in which it is earned. All accrued and unused compensatory time off balances will be cashed out on the last pay date of each calendar year so that the employee's compensatory time off account is reduced to a zero balance. No unused compensatory time off hours may be carried over to a subsequent calendar year. No compensatory time off can be elected for overtime worked during the last pay period of the calendar year.

5.5. Call Back Pay

An employee who is called back to work after leaving their place of employment, following the completion of the employee's work shift, shall be paid for a minimum of two (2) hours work at the rate of time and one-half (1.5) their regular rate of pay, even if the total hours worked that day do not exceed eight (8), nine (9), ten (10), or twelve (12) hours. The compensation shall be computed as work performed from the time of reporting on duty or at the place of work through the time of going off duty or until completion of work. This Section does not apply if the employee is being called back to complete work that should have been finished prior to the end of their shift. If this occurs, the employee will be paid for all actual hours worked. Further, this Section does not apply if an employee is called either at home or on their cell phone but is not required to come to work. If this occurs, the employee will be paid for all actual hours worked but not less than one-quarter hour (.25).

5.6. On-Call

5.6.1.

Employees shall be paid four dollars (\$4.00) per hour for all hours assigned to an on-call assignment.

- a. Each Investigator and Crime Scene Investigator will be designated for seven (7) day assignments.
- b. When called out, the Investigator or Crime Scene Investigator shall be under the functional supervision of the Shift Supervisor or OIC, unless the Investigation Supervisor is on scene.
- ~~b.~~
- c. The decision to call out an Investigator or Crime Scene Investigator will rest with the Shift Supervisor or OIC. All personnel should comply with the directions given by the Field Supervisor. Any conflict of duty assignments will be brought to the Investigative Supervisor's attention for review. Investigators and Crime Scene Investigators will address these conflicts in a constructive manner. All personnel will work together as a team to resolve the conflicts.
- d. The Department will make every effort to assure that Investigators are assigned on-call no more than once every seven (7) weeks. In order to comply with this goal, the Department will make available an on-call list for non-investigative personnel to sign for occasional on-call or Crime Scene Investigator assignment. This list will be used to fill in for vacations, workers' compensation absences, or any other absences of regularly scheduled on-call personnel. The Department retains the right to determine if non-investigative personnel are qualified to act as on-call Investigators or Crime Scene Investigators. The Department will not, however, unreasonably withhold such authorization. On-call personnel will, of

course, still be permitted to make changes to their on-call assignment among themselves with the permission of the Investigation Supervisor.

- e. On-call Investigators or Crime Scene Investigators are required to drive their City owned vehicle home and have them available at all times. The on-call Investigator or Crime Scene Investigator should be able to get to the scene of the investigation within forty five (45) minutes. When an Investigator or Crime Scene Investigator is on-call, they may utilize the vehicle for limited personal reasons provided the vehicle is not used to transport passengers or excess baggage. The on-call Investigator or Crime Scene Investigator may not consume any alcoholic beverage or engage in any other activities which would affect their ability to effectively respond and perform their duties as an Investigator or Crime Scene Investigator for the Department.
- f. All Investigative personnel shall be provided with cell phones. When not on-call, Investigative personnel are still required to answer or call back if they receive a call to let the Department know whether they are available. Investigative personnel not on-call will not be disciplined if unavailable for call-out. If, however, Investigative personnel are unavailable on a consistent basis when called, the Department reserves the right to transfer them to another division.

5.6.2.

When an employee is on an on-call assignment, they shall be paid for a minimum of two (2) hours work at the rate of time and one and onehalf (1.5) their regular rate of pay when called out.

5.7. Court Time

5.7.1.

Off-duty court time will be paid at the rate of time and one and one-half (1.5) their regular rate of pay with a minimum pay equivalent to four (4) hours worked. Any off duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at the rate of time and one and one-half (1.5) their regular rate of pay. This applies to hours that are non-contiguous to the employee's regular duty hours.

5.7.2.

Court overtime will be compensated during such times as the court is actually in session or the employee is required to meet with the District Attorney. If the employee is required to meet with, or obtain evidence or information for the District Attorney during the lunch break, or return to court after the lunch break, the lunch break shall be compensated as overtime.

5.7.3.

Breaks in court testimony or the required court activities, and multiple subpoenas that cover either only morning or afternoon court sessions do not count as separate incidents for the purpose of minimum compensation within the same day. Multiple subpoenas where one subpoena covers a morning court session and the other subpoena covers an afternoon court session do count as separate incidents for the purpose of minimum compensation within the same day.

5.7.4.

Any employee who is scheduled to appear in court on a regular day off, or prior to or after their assigned duty shift, and who is released from that appearance after 1800 hours on the day prior to the court appearance date, shall be compensated at rate of time and one and one-half (1.5) their regular rate of pay equivalent to two (2) hours worked, provided they made a reasonable effort to contact the Court Liaison before reporting to court. This compensation is for the on-call hours between 0830 and 1330 hours. Furthermore, this compensation is for the disruption of an employee's off-duty time in the event the hearing is canceled, or postponed, on the date of the scheduled appearance. If the employee is required to appear in court, they shall receive a minimum of four (4) hours pay at time and one-half (1.5) their regular rate of pay.

5.7.5.

Any employee who has been directed to appear in court, or before any other administrative hearing within two (2) hours of the start or ending of their regularly scheduled shift in response to a lawfully executed subpoena, or by order of a superior officer, shall receive two (2) hours of compensation at the rate of time and one-half (1.5) their regular rate of pay. This compensation is for the disruption of the employee's off-duty time, response to the work site for evidence retrieval, and travel time to, and possibly from, the court site during non-scheduled work hours.

5.8. Shift Differential**5.8.1.**

A civilian employee shall receive a night shift differential of five percent (5%) of their hourly rate of pay as additional compensation if more than one-half (.5) of their standard workday is before 8:00 a.m. or after 5:00 p.m.

5.8.2.

Shift differential pay shall be paid only for time worked. No civilian employee shall receive shift differential for other paid time such as vacation, sick leave, or in-lieu of holiday pay.

5.9. Fitness Incentive

5.9.1

Employees may work out off-duty at the Department or the City recreation facility at no cost.

5.9.2

Sworn employees who work out off duty at least two (2) times per week during each fourteen (14) day pay period will receive fitness incentive pay in the amount of twenty-seven dollars and fifty-cents (\$27.50) per pay period.

6. Speciality Pays

6.1 K-9 Officer Compensation

The City and the Association have determined that the amount of compensable off-duty working time attributable to the routine care of a City owned canine (K-9), including but not limited to, the handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles and

ordinary transport to the veterinarian is thirty (30) minutes per day, seven (7) days per week. This determination is the result of a good faith estimate by the City and the Association and is intended to be comprehensive, accurate and inclusive of all pertinent facts. The compensation for additional off-duty time shall be paid at the rate of time and one-half (1.5) their regular rate of pay. Officers assigned to K-9 duty shall be entitled to K-9 Officer compensation during periods of training up to three (3) months prior to the dog actually being certified for service.

6.1.1.

In addition to the K-9 compensation described in Section 6.1, above, assigned K-9 officers will be reimbursed for the purchase of dog food and grooming supplies, which have been pre-approved by the Lieutenant over the K-9 Program. Training expenses for all mandatory training, replacement of Police Department owned equipment provided for use in the K-9 program and all veterinary expenses incurred as the result of a service related injury or illness, including routine examinations and vaccinations, shall be paid by the Department. Any additional medical expenses may be paid by the City at the discretion of the Chief of Police.

6.1.2.

No employee shall work more than thirty (30) minutes per day in the performance of off-duty K-9 Officer tasks without the express direction of the K-9 Sergeant or Lieutenant over the K-9 Program. All extraordinary work involving the canine will be compensated at the rate of time and one-half (1.5) their regular rate of pay. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, special training not normally conducted on a daily or scheduled basis, and any work which causes a substantial increase in work time beyond that which is authorized in Section 6.1. Absent exigent circumstances, all

such overtime must be authorized, in advance, by the K-9 Sergeant or Lieutenant over the K-9 Program.

6.1.3

In the event a City-owned canine is permanently retired by the Department, the most recent handler shall have the option to purchase the canine from the City for one dollar (\$1.00). In the event the canine had more than one handler, and the most recent handler chooses not to purchase the canine, the next most recent handler of the canine shall have the option to purchase the retired canine. The purchase of the dog shall include an indemnification, and hold harmless agreement by the purchasing officer, releasing the City from any and all liability, including future veterinary care, maintenance, and other costs relating to the canine.

6.2. Field Training Officer, Records Trainer, and Code Enforcement Officer Trainer

6.2.1. ~~Field Training Officer, Records Trainer, and Code Enforcement Officer Trainer~~

The duties of a Field Training Officer (FTO), Records Trainer, and Code Enforcement Officer Trainer include additional responsibilities and paperwork in order to successfully train and implement the program. A FTO or Records Trainer may also be required to serve in a temporary assignment as an acting supervisor.

6.2.2. Trainer Compensation

Compensation for serving as an FTO, Records Trainer, and Code Enforcement Officer Trainer shall be as follows:

6.2.2.1 Field Training Officer

A FTO shall receive an additional five percent (5%) of their hourly rate of pay. FTOs are expected to perform their FTO duties during their normal tour of duty and will not receive overtime for FTO duties unless specifically authorized by the Chief of Police.

6.2.2.2 Records Trainer or Code Enforcement Officer Trainer

A Records Trainer or Code Enforcement Officer Trainer, while actually training for the Department shall be compensated an additional five percent (5%) of their hourly rate of pay for every training day. Trainers are expected to perform their training duties during their normal tour of duty and will not receive overtime for training duties unless specifically authorized by the Chief of Police or Director of Community Development.

6.2.3. Acting Supervisor

An employee assigned by the Chief of Police or Director of Community Development
Records Trainer called upon to act in the capacity of a supervisor will be compensated an additional five percent (5%) of their hourly rate of pay after working one (1) regular work shift in the supervisory capacity. During these periods, the Records Trainer employee will have the same authority and responsibility as the supervisor they replaced.

6.3 Police Liaison Officer

The duties of the Police Liaison Officer shall involve community outreach and organization in order to identify and resolve issues related to either special persons and/or special group(s).

6.3.1

A Police Officer assigned as a Police Liaison Officer shall receive Police Liaison pay in the amount of five percent (5%) of their hourly rate of pay. [Pay continues to be received while employee is utilizing vacation, sick leave or holiday pay.](#)

6.4 Bilingual Pay

Employee's possessing and utilizing bilingual skills on duty shall receive bilingual pay in the amount of five percent (5%) of their hourly rate of pay. The number of employees, languages available, and the qualification requirements will be determined by the City. [Pay continues to be received while employee is utilizing vacation, sick leave or holiday pay.](#)

6.5 Officer In Charge (OIC)

[The Police Officer in Charge \(OIC\) program is considered a specialty assignment for employees who are routinely and consistently assigned to a lead or supervisory capacity over other employees, subordinate classifications, or agency-sponsored program participants. The OIC program will provide opportunities for employee development and acquiring experience through mentorship under the direction of a division sergeant. The OIC Operations Manual outlines the administration of the OIC program.](#)

6.5.1

Officers interested in becoming an OIC shall be required to meet the minimum requirements as a Police Sergeant prior to the time of their application for the OIC assignment.

6.5.2

The Department will establish the number of positions assigned to the OIC assignment.

6.5.2

OICs, in addition to standard police officer duties, will undertake the additional responsibility as a lead officer or acting supervisor in the absence of a sergeant.

6.5.3

OICs are required to meet minimum ongoing supervisory requirements to maintain their ability to act in an OIC capacity.

6.5.4

OICs who are routinely and consistently assigned to lead or supervisory positions over other employees, subordinate classifications, or agency sponsored program participants shall receive an additional five percent (5%) of their hourly rate of pay.

6.5.5

Officers who are currently assigned to another specialty assignment and are selected for an OIC assignment may participate in an auxiliary fashion but not in a full-time status. Auxiliary OICs will be compensated only when performing in the capacity of an OIC.

6.5.5.1

In no event shall a Field Training Officer or Police Liaison Officer receive more than five percent (5%) of their hourly rate of pay if assigned as an OIC and another specialty assignment.

7. Uniforms

7.1

When hired, an employee shall be directed to the appropriate vendor(s) where they will obtain the required uniforms and/or equipment, which will be paid for by the City directly to the vendor(s). The required uniform and equipment for each classification will be contained in a policy and furnished to the Association on an annual basis. Employees are required to meet Department uniform standards.

7.1.1

Employees who damage their clothing or personal items while working shall be reimbursed according to the provisions of the City Administrative Policy II-E-8.

The City shall provide sworn employees with level three A (3A) soft body armor with trauma plate and replace the body armor when damaged or prior to the manufacturer's expiration date.

7.2 Safety Equipment – Civilian Employees

The City shall make available to on-duty civilian employees such safety equipment as is necessary for the employee's job assignment, which may include, but not be limited to: rain gear, flashlight, radio holder, key holder, and orange safety vest.

7.2.1

With approval of the Director of Community Development or Chief of Police, City shall provide civilian employees with level three A (3A) soft body armor with trauma plate and replace the body armor when damaged or prior to the manufacturer's expiration date.

8. Education and POST Incentives

8.1 Sworn Employees

8.1.1 POST Incentives

Upon verification, employees shall receive two percent (2%) of their hourly rate of pay for an Intermediate POST certificate ~~or an Associate's degree.~~

Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for an Advanced POST certificate.

Maximum incentive under section 8.1.1. is four-point five percent (4.5%). ~~OR~~

8.1.1.1

The issuant date of POST certificates or date of hire as a regular employee, which ever is later, incentives and degrees shall be used for the implementation date of the POST incentive pays.

8.1.2 Education Incentives

Upon verification, employees shall receive four percent (4%) of their hourly rate of pay for a Bachelor's degree.

~~Upon verification, employees shall receive two and one-half percent (2.5%) of their hourly rate of pay for an Advanced POST certificate.~~

Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for a Master's degree.

Maximum incentive under section 8.1.2. is six and one-half percent (6.5%).

8.1.3

The incentives in sections 8.1.1 and 8.1.2. shall be cumulative and not compounded. The maximum incentive under these sections shall be eleven percent (11%). Changes in compensation in sections 8.1.1 and 8.1.2 shall be effective the first payroll period after ratification and approval by the City Council.

8.2 Civilian Employees

8.2.1 Education Incentives

Upon verification, employees shall receive two-point five percent (2.5%) of their hourly rate of pay for an Associate's Degree.

OR

Upon verification, employees shall receive four percent (4%) of their hourly rate of pay for a Bachelor's degree.

Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for a Master's degree.

8.2.1.1

The incentives in this section shall be cumulative and not compounded. The maximum incentive under this section shall be six and one-half percent (6.5%). Changes in compensation in section 8.2.1 shall be effective the first payroll period after ratification and approval by the City Council.~~The incentives in this section shall be cumulative and not compounded. The maximum incentive under this section shall be six and one-half percent (6.5%). The issuance date of POST incentives and degrees shall be used for the implementation date of the incentive pay.~~

8.3 Career Enhancement

The City will reimburse up to one thousand dollars (\$1000) per fiscal year to all eligible employees (pro-rated for new hires) for materials and fees for career enhancement activities including, but not limited to, job-related classes; classes taken at an accredited college or university in pursuit of a degree; and job-related equipment. Items qualifying for reimbursement include reference books and manuals related to the employee's line of work or approved classes; AV media related to career development; and computer hardware and software and/or other accessories/equipment which can aid the employee in the performance of their job duties and/or advance skills that would enhance job performance, including keyboards, monitors, computer mouse(s)/pointing devices, headsets/earphones, webcams, and printers/printer ink.

Eligible employees hired between July 1 and December 31 of a fiscal year will receive 100% (of the benefit amount) for that fiscal year. Employees hired between January 1 and March 31 will receive 50% (of the benefit amount) for that fiscal year. Employees hired after March 31 will not receive the benefit until the commencement of a new fiscal year.

An employee may only be reimbursed for eligible expenses incurred within twelve (12) months from the date of the expenditure. The purchase must have been made when the employee was employed with the City of West Sacramento. The date on which a reimbursement is requested,

not the date in which the expense was incurred, determines which fiscal year reimbursement funds apply and an employee may only be reimbursed one time for an expenditure.

For example, a computer purchased in May of 2022 for \$1,200 may only be submitted once for reimbursement either by June 1, 2022, for reimbursement of \$1,000 out of FY 21/22 funds or after June 1, 2022 for reimbursement of \$1,000 out of FY 22/23 funds. Two separate reimbursement requests for the same piece of equipment over two fiscal years in order to achieve full payment is not allowed.

All reimbursements will comply with applicable tax laws.

8.3.1

If an employee wishes to enroll in a class, workshop, conference, or seminar OR if an employee desires to purchase career development materials for reimbursement for which they plan to seek reimbursement, they must first request approval from their Department Head. The employee must submit a Career Enhancement Reimbursement Request through NeoGov form to their department head, including written justification as to how the item(s) for which reimbursement is requested is job related. The Department Head will review the employee's request and indicate their approval on the Career Enhancement Reimbursement Request form in the box titled "Pre-Approval by Department Head" space. If approved by the Department Head, the form will be submitted to Human Resources for review and pre-approval and then returned to the employee until the activity or purchase is completed.

Once pre-approved by the Department Head, the reimbursement will be made following completion of the activity or purchase of the materials. If the employee is requesting reimbursement for a class, they must complete the remainder of the Career Enhancement Reimbursement Request form and provide a copy of the transcript or other documentation from the educational institution which verifies completion of the class. If the employee is requesting reimbursement for other approved activities/materials, she/he must complete

the remaining portion of the Career Enhancement Reimbursement Request form and attach receipts for the class registration; books or other materials purchased for the class; or receipts for other career development materials.

After final Department Head approval for payment is obtained on the Career Enhancement Reimbursement Request form through NeoGov, the form and required receipts are to be sent to Human Resources through NeoGov for review and payment. Human Resources will review reimbursement requests for appropriateness.

Inappropriate or ineligible requests will be returned to the Department for further handling. Human Resources will then prepare a direct batch or process through payroll (when necessary for tax purposes as required by the IRS) and track the funds expended on each eligible employee.

Departments may contact Human Resources to review the appropriateness of a particular reimbursement request.

Reimbursement requests with final Department Head approval may be submitted at any time during the fiscal year. Reimbursement requests submitted to Human Resources between July 1 and December 1 each fiscal year, will be processed for payment by December 31. Reimbursement requests submitted to Human Resources between December 2 and June 1, will be processed for payment by June 30. To ensure utilization of funds from a particular fiscal year, the reimbursement request must be received by Human Resources on or before June 1 of each fiscal year and will be processed by Human Resources by June 30. Requests received after June 1 will be processed and reimbursed in the following fiscal year.

9. CalPERS Retirement

9.1. Safety Members

The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

Police Safety Members hired prior to October 8, 2011, shall receive the 3% @ 50 formula, highest twelve (12) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 50 enhanced retirement formula. These employees pay four point three two five percent (4.325%) to share in the cost of the 3% @ 50 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

Police Safety Members hired between October 8, 2011, and December 31, 2012, or Classic Members, as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 55 enhanced retirement formula.

These employees pay four point three-two-five percent (4.325%) to cost share for the 3% @ 55 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will also pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

New Police Safety Members hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, shall receive the 2.7% @ 57 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

These Police Safety Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

9.2 Miscellaneous Members

The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

Miscellaneous Members hired before February 11, 2012, shall receive the 2.5% @ 55 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution of eight percent (8%) on a pre-tax basis.

Miscellaneous Members hired between February 11, 2012, and December 31, 2012, or Classic Members, as defined by CalPERS, shall receive the 2% @ 60 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution of seven percent (7%) on a pre-tax basis.

New Miscellaneous Members hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, shall receive the 2% @ 62 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit ad Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

10. Health and Welfare Benefits

10.1. City Contribution

~~The City's contribution to the cafeteria plan for employee only will be equal to cover one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision; for employee plus one, the cafeteria plan will be an amount equal to eighty five percent (85%) of the PORAC plan for employee plus one and eighty five percent (85%) of the employee plus one dental and vision plans; and, for employee plus two or more, the cafeteria plan will be an amount equal to eighty five percent (85%) of the PORAC plan for employee plus two or more and eighty five percent (85%) of the employee plus two or more dental and vision plans.~~

The employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:

- Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision per month.
- Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the cost of employee plus one dental and vision per month.

• Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus two or more and eighty-five percent (85%) of the employee plus two or more dental and vision plans per month.

In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision.

Employees hired prior to July 1, 2018, who choose not to participate in any of the City's medical plans ("opt out") and show proof of other group health care coverage shall receive an additional four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected.

New employees hired on or after July 1, 2018, who opt out will receive four hundred and seventy-five dollars (\$475) and City paid dental/vision at the employee only rate. Employees can purchase up to the family rate with the opt out funds.

10.2. Medical After Retirement

10.2.1 Sworn Employees

Sworn employees hired after June 30, 2014 will receive retiree medical benefits pursuant to the following formula:

10 - 14 years of service= 50% of premiums

15 - 19 years of service= 75% of premiums

20 or more years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier and not to exceed one thousand two hundred (\$1,200) dollars per month.

Sworn employees hired after December 31, 2001 will receive retiree medical benefits pursuant to the following formula:

10 - 14 years of service= 50% of premiums

15 - 19 years of service= 75% of premiums

20 or more years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.

This provision, however, will not impact any current retirees or current employees hired before January 1, 2002. These employees will maintain the current medical after retirement benefit levels. (See the Retiree Health Benefits Information Guide (RHBIG) dated January

2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

10.2.1.12

Sworn employees not subject to Section 10.2.1 above will receive retiree medical benefits to be provided through PEHMCA. One hundred percent (100%) of the premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

10.2.23 Civilian Employees

Civilian employees will receive retiree medical benefits pursuant to the following formula:

10-14 years of service = \$50 + 25% of premiums

15-19 years of service = \$75 + 30% of premiums

20 or more years of service = \$100 + 50% of premiums

The premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.

In all cases, this benefit for civilian employees is not to exceed seventy five percent (75%) of the total premium or seven hundred fifty dollars (\$750), whichever is less. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

If, during the term of this agreement, any other recognized employee organization, which is comprised of civilian employees, is provided an enhanced medical after retirement benefit, the civilian employees assigned to the Association shall receive the same enhancement at the same time, in the same manner and at the same cost as the benefit was provided to that recognized employee organization.

10.2.34 Sworn and Civilian Employees first hired on or after July 1, 2018

10.2.43.1

Employees first hired after June 30, 2018, shall receive the following Medical After Retirement Benefits [based on regular years of service with the City](#).

The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). Rehired employees will fall under the medical retirement tier based on original date of hire.

The following contributions shall be made to the employees Retiree Health Savings Account (RHS). After accruing ten (10) continuous years of service with the City, and upon separation from the City, employees may draw from the City contribution in this account. Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.

- From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account
- After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.
- After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.
- After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account.

10.2.3.1.1

Effective the first payroll period after ratification and approval by the City Council, sworn employees first hired after June 30, 2018, may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.

10.2.45 Rehired employees

Rehired employees will fall under the medical retirement tier based on original date of hire.

10.3 Contribution to Unfunded Liability

Employees shall contribute ten dollars (\$10) per month to be used to reduce the unfunded liability for retiree medical.

10.4 ICMA VantageCare

The City shall provide a VantageCare retiree health savings account with ICMA for all employees. The account shall be solely for the bargaining unit and shall allow for employer and employee contributions to the plan. The City shall contribute fifteen dollars (\$15) per pay period on behalf of each employee hired prior to July 1, 2018, to the VantageCare plan. The Association may set or adjust the employee contribution amount annually by November 15, to be effective the first pay period in February of the following year. City contributions shall immediately vest to the employee. The City shall pay the accounting fee as charged by the plan. Employees may withdraw from the plan upon separation from City employment per the requirements of the plan.

10.5 State Disability Insurance

Sworn members of the Association are not in the State Disability Insurance Program. The civilian members of the Association may be removed from the State Disability Insurance Program at the discretion of the Association.

11. Employment Probation**11.1. Probationary Period – Sworn Employees**

Sworn employees who possess a POST Basic Certificate upon hire shall receive a probationary period of twelve (12) months. All other sworn employees shall receive a probationary period of eighteen (18) months.

11.2. Probationary Period - Civilian Employees

The probationary period for all civilian employees covered by this agreement shall be twelve (12) months for all new employees.

11.3. Probationary Period - Promotions

All promotions shall be subject to a six (6) month probationary period. During this type of probationary period, employees will continue to be considered regular employees, will accrue seniority, and shall be protected in discharge procedures as other regular employees. If the employee is not recommended for permanent status in such position, they shall be entitled to return to the position from which they were promoted provided they held permanent status in such position and a vacancy exists or one will be created as the result of another employee being promoted. If the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position, they shall not be entitled to be restored to the position from which they were promoted.

12. Light/Limited Duty

12.1.

When, due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform their usual duties, the employee may work in a light/limited duty capacity if such work is available in the Department.

12.2.

An employee may work light/limited duty only upon authorization of the employee's attending physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

12.3.

If light/limited duty is available, and the employee is cleared by an attending physician to perform such work, they shall accept light/limited duty. As much as possible, every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which they are assigned for a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the Department.

13. Performance Evaluation**13.1**

The Department shall prepare a performance evaluation for each employee at least every six (6) months during the probationary period. The employee performance evaluation on probationary employees shall be submitted by the Department to the Human Resources Division. Unless the

Department extends the probationary period or takes action to separate the employee during their probationary period, the probationer shall acquire regular status at the end of the probationary period.

13.2.

After the probationary period, the Department shall prepare a performance evaluation for each employee at least every twelve (12) months based on the prior calendar years' performance. Annual regular employee performance evaluations shall be submitted by the Department to the Human Resources Division.

13.3.

Regular employees in the top step of their salary range shall receive a performance evaluation prior to their annual evaluation date.

13.4.

No performance evaluation shall be transmitted to the City's personnel files until the employee has reviewed or been given the opportunity to review the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed or been given the opportunity to review the evaluation personally with the Chief of Police or Director of Community Development, as appropriate. The employee has the right to read, sign, and file a written response to both favorable and unfavorable entries. Signing is not an admission by the employee of the truth of such entries, but rather only an acknowledgment of notification. An employee's written response, if any, shall be attached to and become a permanent part of the employee's

evaluation and shall be transmitted to the City's personnel files. The performance evaluation is not subject to appeal through the grievance and/or disciplinary appeal procedures. All employees, however, have a right to meet with the Assistant City Manager to address concerns about their performance evaluation.

14. Sick Leave

14.1. Sick Leave

Sick leave is defined as the absence from duty by an employee because of:

14.1.1.

Their own illness or injury or exposure to a contagious disease which incapacitates such employee from performing their duties.

14.1.2.

Their own medical and dental appointments if not able to schedule during off duty hours.

14.1.3.

Attendance upon a member of their family because of illness, injury, or exposure to contagious disease and when the attendance of such employee is definitely required, provided that the total number of days of sick leave taken pursuant to this Section shall not exceed six (6) days per calendar year.

14.1.4.

As used in this Section, "family" means husband, wife, domestic partner, child, brother, sister, parents, mother-in-law, father-in-law, or grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing "in loco parentis" (refers to a person who has put themselves in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption.)

14.1.5.

The Chief of Police or Director of Community Development, as appropriate, may request a doctor's certificate as proof of necessity for absence in excess of three (3) days in order for sick leave with pay to be granted. The parties agree that such means shall not be used to harass or intimidate employees or discourage appropriate use of sick leave. If a pattern has been established where an employee has taken sick leave on certain days of the week (e.g., holidays, last day of the workweek) a doctor's note may be requested.

14.2. Sick Leave Accrual**14.2.1.**

Employees shall be entitled to sick leave with pay which shall accrue at the rate of eight (8) hours for each month of service commencing with the date of employment. For purposes of sick leave accrual, employees hired on or before the fifteenth (15th) day of a month shall be credited with one (1) day sick leave for that month. Employees hired after the fifteenth (15th)

day of a month shall have sick leave credited to them beginning the first (1st) day of the following month.

14.2.2.

Upon retirement, layoff, or death, up to one-half (.5) of the value of an employee's accumulated sick leave will be paid to the employee at their separation rate of pay. Employees who retire have the option to choose between a cash-out of up to one-half (.5) of their unused sick leave at their separation rate of pay, with the remaining balance reported to CalPERS as service credit; in lieu of any cash-out, up to one hundred percent (100%) of unused sick leave will be reported to CalPERS as service credit.

14.3. Sick Leave, State Disability Compensation, and Workers' Compensation

14.3.1.

Civilian employees' sick leave will be supplementary to Workers' Compensation or State Disability Compensation benefits and will be paid so that at no time will sick leave and worker's compensation or State Disability Compensation payments combined exceed one hundred percent (100%) of the employee's average earnings for the standard workweek preceding disability.

15. Vacations

15.1. Vacation Accrual

15.1.1

Starting with the first year of employment, employees shall be entitled to ten (10) days or eighty (80) hours of vacation leave with pay. Such vacation leave shall accrue at the rate of ten (10) days or eighty (80) hours per year until such employee has been employed up to five (5) consecutive years.

15.1.2.

Employees who have served continuously for five (5) years shall be entitled to fifteen (15) days or one hundred twenty (120) hours of vacation leave with pay per year up to ten (10) years.

15.1.3.

Employees who have served continuously for ten (10) years shall be entitled to twenty (20) days or one hundred sixty (160) hours of vacation leave with pay per year up to twenty (20) years.

15.1.4.

Employees have served continuously for twenty (20) years or more shall be entitled to twenty-five (25) days or two hundred (200) hours of vacation leave with pay per year.

15.1.5.

A maximum of two hundred forty (240) hours of unused, vested time may be accumulated by an employee. If an employee has twenty (20) or more years of service, the maximum accrual is three hundred (300) hours.

15.1.6.

Effective the first payroll period after ratification and approval by the City Council, sworn employees may have prior years of qualifying years of service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency, in determining their vacation accrual tier. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.

15.2. Vacation Scheduling

15.2.1.

Vacations may be taken as vacation hours are accrued, subject to approval by the Chief of Police or Director of Community Development, as appropriate.

15.2.2.

The time for and scheduling of vacations shall be subject to approval by the Chief of Police or Director of Community Development, as appropriate, and coordinated by the Department with other employees.

15.2.3.

When an employee has submitted a written request for vacation at least thirty (30) days in advance of the dates requested, said request shall not be unreasonably denied and, if approved, shall only be rescinded to meet unanticipated departmental needs of an emergency nature.

15.3. Vacation Pay Upon Termination

Upon leaving employment, an employee shall be cashed out of their accrued vacation at their separation rate of pay.

15.4 Vacation Sell Back

Annually through December 31, 2023, eligible employees will have the opportunity to sell back unused accrued vacation hours. To be eligible for the vacation sell back program, the employee must use a minimum of 40 hours of accrued leave time (not including sick leave or paid holidays) in the calendar year and submit a request form by December of that calendar year, which will be paid in January of the following year. Eligible employees may sell back up to 80 hours of accrued vacation time in the second pay period of January each calendar year. The decision by an employee to cash out vacation hours is irrevocable. The hours shall be converted to a dollar amount based on the employee's regular rate of pay at the time of buy back.

16. Holidays

16.1. City Holidays

Employees will earn ninety-six (96) hours of holiday time per calendar year (the ten (10) listed holidays in Section 17.1.1 plus two (2) floating holidays) to be used as time off. ~~Employees will be allowed to cash out forty (40) hours of holiday pay annually until December 31, 2020.~~ Holiday time can be taken at any time after it is earned (the pay period in which the holiday occurs or July

1 for floating holidays). Upon separation, employees are not entitled to any payout for unused holiday time (no cash out).

16.1.1. City Holidays

New Year's Day (January 1)

Martin Luther King, Jr.'s Birthday (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (last Thursday in November)

Day After Thanksgiving (last Friday in November)

Christmas Day (December 25)

16.1.2.

Employees shall be entitled to use four (4), four and one-half (4.5), five (5) or six (6) hours¹ floating holiday time either on Christmas Eve or New Year's Eve, subject to scheduling

¹ Entitled to take one-half of their shift, depending upon employee's regular workday of 8, 9, 10 or 12 hours.

constraints on the Department. If any employee chooses not to exercise this option or schedule constraints preclude it, the employee shall retain the leave time to be used within this fiscal year.

16.1.3.

When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. [An observed holiday must be in the calendar year that the holiday occurs.](#)

16.1.4.

Public offices of the City shall be closed on the holidays identified in this Section, and shall not necessarily be closed on the State holidays as provided in California Government Code Sections 6700 to 6702.

16.2. Floating Holidays

16.2.1.

Floating holidays are accrued on a fiscal year basis. An employee appointed during the period from July 1 through December 31 shall be entitled to two (2) floating holidays (sixteen (16) hours) for that fiscal year. An employee appointed during the period from January 1 through March 31 shall be entitled to one (1) floating holiday (eight (8) hours) for the

remainder of the fiscal year. An employee appointed during the period from April 1 through June 30 shall not be entitled to any floating holidays for that fiscal year, but shall earn two (2) floating holidays (sixteen (16) hours) at the start of the next fiscal year (July 1). [Upon separation, employees are entitled to payout for any unused floating holiday time.](#)

16.3. Employees Eligible for Holiday Pay

16.3.1.

Employees shall be eligible for holiday pay at their regular rate of pay.

16.4. Compensation for Work on Holidays

16.4.1.

If an employee is required to work on a day being observed as a City holiday, the employee shall be paid overtime compensation at the rate of time and one-half (1.5) their regular rate of pay plus retain the holiday hours to be used within the fiscal year or be compensated for same prior to the fiscal year end.

16.4.2.

If a holiday occurs during the time an employee is on an excused absence without pay, the employee shall not be entitled to receive pay for the holiday.

16.4.3.

When any of the above holidays fall during a regularly scheduled paid leave period, or the employee is on sick leave, the employee will receive holiday time in lieu of being charged the appropriate leave time.

16.4.4.

Should a holiday be observed on an employee's regularly scheduled day off, the employee shall be compensated for eight (8) hours work at their regular rate of pay or may retain the holiday hours to be taken at a later time within the same fiscal year at the employee's choice.

17. Maternity and Paternity Leave

Please see Section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

18. Family and Medical Leave

Please see Section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

19. Bereavement Leave

Please see Section 4.5.8 of the City's Personnel Rules. The City agrees that the terms and conditions of the Bereavement Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

20. Layoffs

20.1 Layoffs

When the City determines that a reduction in staff is necessary, the City shall select the employee(s) to be laid off within that classification. Within the selected classification(s), seniority as defined in Section 1.4.2. shall govern the order of layoff, with the least senior employee being laid off first.

20.2 Bumping Rights

An employee subject to layoff may bump an employee in a previously held lower classification, if that employee has less seniority than the laid off employee. An employee exercising their bumping rights shall notify the department head or designee within seven (7) days after receiving the layoff notification.

20.3 Layoff Notification

When the City determines that layoffs are to occur, the Department should give as much notice as possible, but no less than thirty (30) calendar days written notice of the layoff.

20.4 Reemployment

An employee laid off shall be reinstated in the reverse order of layoffs for a period of one (1) year from the date of their layoff. Employees shall have seven (7) calendar days to respond in writing to offers of reemployment. If the employee fails to respond to two (2) separate offers of reemployment they shall be deemed to have waived their right to reinstatement.

21. Training

The Department recognizes the value of continued training in obtaining the goals of professionalism in the Department and reducing the liability to the City and will make every effort to provide training to employees in the bargaining unit.

22. Grievance Procedure

22.1. Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

22.2. Definition of Grievance

A grievance is a complaint of one or a group of employees or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of the MOU or any applicable rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the MOU.

22.3. Formal Grievance Procedure

22.3.1. Level I

Within thirty (30) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance. Within fifteen (15) days of the receipt of the written grievance, the Chief of Police or Director of Community Development, as appropriate, shall investigate the grievance which may include a meeting with the concerned parties and give a written answer to the grievant.

22.3.2. Level II

If the grievant is not satisfied with the written answer from the Chief of Police or Director of Community Development, as appropriate, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager. Within twenty (20) days of the receipt of the written appeal, the City Manager shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

22.3.3. Level III

If the grievant is not satisfied by the decision made by the City Manager, they may within fifteen (15) days of the receipt of the response from the City Manager request a hearing before an arbitrator. The hearing before the arbitrator shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the date of the hearing at least fifteen (15) days prior to the hearing.

Grievance arbitrations shall be conducted according to the rules of arbitration for disciplinary matters as defined in the Personnel Rules, including selection of the arbitrator and rules of procedure.

22.3.4. Level IV

The arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the arbitrator shall be final and binding.

22.4 Automatic Advances

If, at any step in the grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority as designated in the grievance procedure who does have the authority to respond.

22.5. Costs of Grievance Arbitration

The cost of the arbitration, including the arbitrator's fee, shall be shared equally by the employee and the City.

22.6. Time Limits

Time limits are considered an integral and important part of the grievance procedure and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry their grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned. If a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

23. Disciplinary Procedure**23.1. Purpose****23.1.1.**

To provide employee subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and State and Federal Law.

23.1.2.

To provide an orderly procedure for notice, pre-action response hearing, and a formal hearing on appeal after disciplinary action.

23.1.3.

To provide sworn employees with the opportunity for administrative appeal pursuant to the California Government Code section 3300, et seq.

23.1.4.

To provide civilian employees with the opportunity for administrative appeal.

23.1.5.

To correct deficiencies in employee performance and to assure improvement to meet job standards.

23.2. Employee Representation

23.2.1.

Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action.

23.3. Definitions

23.3.1. Non-Disciplinary Corrective Actions

Corrective measures of a non-disciplinary nature taken by the Chief of Police or Director of Community Development, as appropriate, or an immediate supervisor including counseling and training sessions, documented oral counseling sessions and oral reprimands.

23.3.2 Disciplinary Actions

Actions taken by the Department that could result in discharge, demotion, reduction in pay as a punitive action, suspension from duty without pay, written reprimand or transfer for the purposes of punishment.

23.3.3. Response Meeting

An informal meeting in which the employee has the opportunity to respond to charges prior to action.

23.3.4. Hearing

A formal hearing held following an appeal of an employee of action taken by the Chief of Police or Director of Community Development, as appropriate.

23.3.5. Notice

Notice shall be given by personal delivery or by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal.

23.4. Time Limits

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not discretionary.

23.5. Exclusive Procedure

This procedure shall be the exclusive procedure for appealing disciplinary actions against employees. For sworn employees, nothing in this section is intended to provide a lesser remedy than that which is available pursuant to the Peace Officer Bill of Rights.

23.6. Non-Disciplinary Corrective Actions

When the Chief of Police or Director of Community Development, as appropriate, determines more severe action is not necessary, they may orally or in writing communicate to the employee the deficiency or problem observed. The communications may be designated as counseling and training sessions, documented oral counseling sessions or oral reprimands. Although considered non-disciplinary in nature, a failure to correct identified deficiencies may lead to disciplinary action. The disciplinary action may reference any and all prior attempts of the supervisor or Chief of Police or Director of Community Development, as appropriate, to correct the employee's deficiency.

23.6.1.

Non-Disciplinary Corrective Actions are excluded from the appeal procedure for disciplinary actions.

23.7 Written Reprimands

A Written Reprimand may be issued by the Chief of Police or Director of Community Development, as appropriate, or, by an immediate supervisor.

23.7.1

A copy of the reprimand shall be placed in the employee's personnel file after the employee signs an acknowledgment of receipt and a copy is given to the employee. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge.

23.7.2.

In the event that an employee is issued a written reprimand, the Department need not provide pre-disciplinary notice.

23.7.3.

A written reprimand issued by a supervisor shall be appealable only to the Chief of Police or Director of Community Development, as appropriate. A written reprimand issued by the Chief of Police or Director of Community Development, as appropriate, shall be appealable only to the City Manager. The appeal shall be made in writing and provided to the

appropriate party within ten (10) days of the receipt of the written reprimand. Appeal of written reprimands are excluded from the below appeal procedure for disciplinary actions.

23.8. Notice

23.8.1.

The employee shall be given written notice of a proposed disciplinary action as herein defined, except written reprimand, seven (7) days in advance of the date of the response meeting.

23.8.2.

An employee may be placed on administrative leave with pay or temporarily reassigned without loss of pay pending investigation regarding the facts giving rise to the potential need for discipline.

23.8.3.

Prior to a disciplinary action, other than written reprimand, the City shall provide the employee with the following:

- a. The reasons for the proposed action.
- b. A copy of the charges and recommended action.
- c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative which

may be an attorney, at the meeting with the Chief of Police or Director of Community Development, as appropriate.

- d. The date and the time of the response meeting with the Chief of Police or Director of Community Development, as appropriate, during which the employee and their representative shall have an opportunity to refute the charges or present facts which may not be known to management.
- e. Notice that if the employee fails to participate in the response meeting, the Chief of Police or Director of Community Development, as appropriate, may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken.

23.8.4.

The notice shall be accompanied by copies of all material on which the charges and recommendations are based. If the materials are too voluminous to copy easily or are confidential within the Public Records Act, the City shall provide a description of the materials and/or a reasonable opportunity will be given to inspect, summarize or make copies.

- a. The employee or authorized Association representative may copy and inspect their personnel file.
- b. The employee or authorized Association representative may copy and inspect only the parts of other City records which the employee generated in their job, unless the Chief of Police or Director of Community Development, as appropriate, orders broader discovery.

23.9. Response Meeting

23.9.1.

At the time and place set for the meeting giving employee opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative.

23.9.2.

Neither the Chief of Police or Director of Community Development, as appropriate, nor the employee shall be entitled to call witnesses or take testimony.

23.9.3.

At the meeting, the Chief of Police or Director of Community Development, as appropriate, may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his representative.

23.9.4.

No new charges shall be introduced at the response meeting. If new information relating to new charges is proposed or, if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.

23.9.5.

At the conclusion of the response meeting or within seven (7) days, the Chief of Police or Director of Community Development, as appropriate, shall issue an order, taking or determining not to take the action, and shall give written notice thereof to the employee, along with an explanation of the basis of the action and notice of the employee's right to appeal.

23.10. Appeal

23.10.1.

If an employee has requested and participated in a response meeting with the Chief of Police or Director of Community Development, as appropriate, as set forth above, the employee shall have the right to a hearing before an arbitrator as provided in this Section.

23.10.2.

No employee shall be penalized in any way for availing themselves of or participating in the appeal process.

23.10.3.

Filing of an appeal shall not stay the effective date of the order of disciplinary action.

23.10.4.

A written demand for an appeal and hearing must be served on the City Manager by the employee or their representative within ten (10) days of receipt of the Chief of Police's or Director of Community Development's order of disciplinary action.

23.10.5.

The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

23.10.6.

The demand for hearing shall include:

- a. Specific grounds for review.
- b. Copies of materials on which appeal is based, or if too voluminous, references to materials in the custody of the City.

23.10.7.

The City Manager shall within ten (10) days of receipt of the demand request a date for a hearing which shall be held as soon as possible after the date of the demand for hearing.

23.10.8.

The City Manager shall notify the parties in writing of the time and place of the hearing at least fourteen (14) days prior to the hearing.

23.10.9.

An appeal through this procedure is the exclusive remedy and no such action shall be processed through the grievance procedure under any agreement or memorandum between the City and any employee organization.

23.10.10.

By three (3) days prior to the hearing, each party shall serve a list of witnesses and copies of all exhibits not previously provided on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to reasonable continuance at the discretion of the arbitrator. If new allegations are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the arbitrator.

23.11 Hearing

23.11.1.

The hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the rights to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

23.11.2.

The arbitrator will operate under the rules of proceedings developed by the City and the Association, unless such rules are in conflict with this Section, or the parties to this Agreement mutually agree to revise the rules of proceedings for cases falling under the jurisdiction of this agreement.

23.11.3.

Within thirty (30) days of the conclusion of the hearing, the arbitrator shall render a written decision, which shall be provided to both parties. The decision of the Arbitrator shall be final.

23.12. Arbitrator Selection

23.12.1.

The following procedure shall be used to select, notify, and schedule a hearing to be conducted by an impartial hearing officer under either the grievance procedure (Level IV or V) or the disciplinary appeals procedure for disciplinary actions.

23.12.2.

An arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon an arbitrator within ten (10) working days, the Division of Conciliation of the State of California Department of Industrial Relations shall be requested to submit a list of five (5) arbitrators, and from such the grievant and the City shall promptly select the arbitrator by the alternate striking of names commencing with the employee, from said list.

23.12.3.

Upon receipt of the name of the selected hearing officer, the City Manager shall contact the arbitrator and arrange for the earliest hearing date available with regard to the schedules of the neutral and parties' advocates. Should the neutral's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

23.12.4.

The cost of arbitration, including the arbitrator's fee and cost of a reporter, shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

23.13. Probationary Employee

Nothing in this Section shall create a right of appeal as to the discharge of a probationary employee.

24. No Strikes/No Lockout

24.1

No lockout of employees shall be instituted by the City during the terms of the MOU.

24.2

The Association agrees that during the terms of the MOU neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest a strike, work stoppage, slow down, mass resignation, sick out, strike picketing, or other concerted activities or actions tending to disrupt City services or involve suspension or substantial interference with the normal work of the City.

24.3

In the event that Association members participate in such activities in violation of Section 24.2, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

24.4

In the event that the Association, its representative, or any member of its executive board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 25.2, the City reserves the right to take whatever action is deemed necessary and legal.

25. General Provision**25.1. Integration**

This MOU constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in the MOU or not.

25.2 Prior Agreements

It is agreed that the terms and conditions of the MOU itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this MOU shall supersede all earlier proposals, conversations, practices or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to this MOU.

25.3. Other Matters

The parties agree that no agreement was reached on other matters discussed and that the City is not obligated to make any changes or take any action regarding them. The City reserves the right to make organizational changes with notice to the Association.

25.4. Alteration

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

25.5. Severability

If any provision of the MOU is determined to be invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of such provision is restrained by any tribunal, the remainder of this MOU shall not be affected thereby. If any portion of this MOU

is so held to be invalid, or if compliance with any provision is restrained, the City is authorized to take immediate action to achieve compliance with the laws, provided that the City shall give notice to the Association prior to such action and the City shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

25.6. Implementation

The City Council will amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this MOU. The provisions of the MOU, except as provided herein, shall be superseded by City ordinances and resolutions currently in effect for the term of this MOU to the extent that they are inconsistent with the provisions of the MOU.

25.7. Term

Except as set forth in this document, the MOU shall become effective ~~July~~ January 1, 20~~22~~21~~7~~, following ratification by the Association and adoption by the City Council and shall remain in full force and effect to and including December 31, 202~~30~~30. The parties agree to begin bargaining for a successor MOU by October 31, 202~~03~~03.

~~The economic components in Sections 5.2.1 Salary Adjustment and 5.2.4 Longevity are contingent upon the successful passage of the November 2018 tax measure. Should the tax measure fail, all increases after November 3, 2018, in the above referenced sections shall be~~

~~voided and the contract will expire on December 31, 2019. The parties agree to begin bargaining for a successor MOU by October 31, 2019, should the November 2018 tax measure fail.~~

25.8 Waiver

The waiver by the City or any of its officers or employees or the failure of the City or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such a term, covenant, or condition or subsequent breach of the same, or of any other term, covenant, or condition of this agreement.

25.9. Meetings

During the term of this agreement the City agrees to meet with the representatives of the Association at least bi-annually to discuss areas of mutual concern.

Dated: _____

~~Martha Guerrero~~ Christopher Cabaldon,
Mayor
City of West Sacramento

Eric Angle~~Greg Lang~~, President
 West Sacramento Police Officers'
 Association

Mark Bartley~~Michael Jarvis~~, Labor
 Consultant
 Mastagni Law

ATTACHMENT A

SALARY SCHEDULE

Salary Effective July 1, 2018 For Employees Hired Before July 1, 2018:

<u>Position</u>	<u>New-A</u>	<u>New-B</u>	<u>New-C</u>	<u>New-D</u>	<u>New-E</u>
-					
<u>Effective 7/1/18</u>					
<u>Code Enforcement Officer I</u>	<u>4125</u>	<u>4331</u>	<u>4548</u>	<u>4775</u>	<u>5014</u>

Code Enforcement Officer II	4559	4787	5026	5277	5541
Code Enforcement Officer, Senior	5036	5288	5552	5830	6122
Community Services Officer I	3375	3544	3721	3907	4102
Community Services Officer II	3720	3906	4101	4306	4521
Crime Scene Investigator I	4030	4232	4444	4666	4899
Crime Scene Investigator II	4482	4706	4941	5188	5447
Crime Scene Investigator III	4900	5145	5402	5672	5956
Police Records Technician	3594	3774	3963	4161	4369
Police Services Coordinator	4100	4305	4520	4746	4983
Property & Evidence Technician I	3792	3982	4181	4390	4609
Property & Evidence Technician II	4171	4380	4599	4829	5070
Police Officer	5832	6124	6430	6751	7089
Police Sergeant	7151	7509	7884	8278	8692

Salary Effective July 1, 2018 For Employees Hired After June 30, 2018:

Position	New A	New-B	New-C	New-D	New-E	New-F	New-G	New-H	New-I
<u>Effective 7/1/2018</u>									
Code Enforcement Officer I	4116	4219	4324	4432	4543	4657	4773	4892	5014
Code Enforcement Officer II	4548	4662	4779	4898	5020	5145	5274	5406	5541
Code Enforcement Officer, Senior	5024	5150	5279	5411	5546	5685	5827	5973	6122
Community Services Officer I	3367	3451	3537	3625	3716	3809	3904	4002	4102
Community Services Officer II	3711	3804	3899	3996	4096	4198	4303	4411	4521

Crime Scene Investigator I	4020	4121	4224	4330	4438	4549	4663	4780	4899
Crime Scene Investigator II	4471	4583	4698	4815	4935	5058	5184	5314	5447
Crime Scene Investigator III	4889	5011	5136	5264	5396	5531	5669	5811	5956
Police Records Technician	3585	3675	3767	3861	3958	4057	4158	4262	4369
Police Services Coordinator	4089	4191	4296	4403	4513	4626	4742	4861	4983
Property & Evidence Technician I	3783	3878	3975	4074	4176	4280	4387	4497	4609
Property & Evidence Technician II	4160	4264	4371	4480	4592	4707	4825	4946	5070
Police Officer	5817	5962	6111	6264	6421	6582	6747	6916	7089
Police Sergeant	7134	7312	7495	7682	7874	8071	8273	8480	8692

**MEMORANDUM
OF
UNDERSTANDING**



**BETWEEN
THE CITY OF WEST SACRAMENTO
AND
THE WEST SACRAMENTO POLICE OFFICERS ASSOCIATION
Effective January 1, 2022 through December 31, 2023**

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1. Recitals

1.1. Parties

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the City of West Sacramento (“the City”) and the West Sacramento Police Officers’ Association (“the Association”).

1.2. Recognition

The City recognizes the Association as the sole and exclusive bargaining representative for all full-time employees of the City who are in the classifications of Police Officer, Police Sergeant, Crime Scene Investigator I/II/III, Code Enforcement Officer I/II/Senior, Police Records Technician I/II/Senior, Property and Evidence Technician I/II and Community Services Officer I/II/Senior, Police Services Coordinator.

1.3. Definitions

1.3.1 Chief of Police

The Chief of Police or designee.

1.3.2 City Manager

The City Manager or designee.

1.3.3 Day(s)

A day is defined as the twenty-four (24) hours period commencing at 12:01 a.m. All references to days shall mean calendar days, unless otherwise noted.

1.3.4 Department

Department shall mean the Police Department or Community Development Department unless otherwise noted.

1.3.5 Director of Community Development

The Director of Community Development or designee.

1.3.6 Employee

Employee shall mean an employee in the bargaining unit represented by the Association.

1.3.6.1 Sworn Employee

Sworn employee shall mean an employee in the classification of Police Sergeant and Police Officer. These terms (Police Sergeant, Police Officer and sworn employees) shall mean Peace Officers as defined by the California Penal Code, Section 830, et seq.

1.3.6.2 Civilian Employee

Civilian employee shall mean an employee in the classification of Crime Scene Investigator I/II/III, Code Enforcement Officer I/II/Senior, Police Records Technician I/II/Senior, Property and Evidence Technician I/II, Community Services Officer I/II/Senior, Police Services Coordinator, Youth Counselor, Crime Analyst I/II/Senior.

1.3.7 Regular Hours

The time assigned to work, including paid time off, but not including overtime.

1.3.8 Workweek

Unless otherwise noted, the workweek is defined as commencing at 12:01 a.m. Saturday and ending at midnight the following Friday.

1.4. Seniority

1.4.1.

For purposes of determining seniority within the Department in making a determination on issues where seniority controls according to the MOU, the following seniority system is established.

1.4.2.

Seniority, within the Police Department, shall be defined as time in classification plus higher classification. Higher classification shall be determined by the top step hourly rate of pay in the affected classifications.

Sworn employees hired on the same date shall be granted seniority according to their ranking on the eligibility list. If the ranking of two or more sworn employees hired on the same date is the same, seniority shall be in order of the individual's total time as a full-time peace officer in the State of California. If the ranking of two or more sworn employees hired on the same date is the same and their total time as full-time peace officers in the State of California is the same, then seniority shall be determined by lot.

Civilian employees hired on the same date shall be granted seniority according to their ranking on the eligibility list. If the ranking of two or more civilian employees hired on the same date is the same, seniority shall be determined by lot.

2. Association Rights

2.1. Agency Shop

Except as otherwise provided in this Section, employees shall become and remain members of the Association or shall pay a fair share fee to the Association.

2.1.1 Implementation

All employees subject to the MOU must join the Association, pay a fair share fee to the Association or execute a written declaration claiming a religious or personal exemption from this requirement. Any employee hired by the City, subject to the MOU, shall be provided with a notice advising that the City has entered into an Agency Shop agreement with the Association by the Human Resources Division. The notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a fair share fee.

An employee shall have ten (10) working days following the initial date of employment to fully execute the authorization form of their choice and return said form to the Human Resources Division.

The effective date of dues, service fee deductions or charitable contribution for an employee shall be the beginning of the first pay period inclusive of the date on which the City's Human Resources Division receives the signed authorization form. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or authorized fees.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over the Association dues and fair share fees.

2.1.2 Religious or Personal Exemption

Any employee of the City, subject to the MOU, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization or who holds long standing personal beliefs regarding participation in any labor organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to make a charitable contribution equal to the fair share fee in-lieu of the Association membership or fair share fee payment.

Declarations of, or applications for, religious or personal exemption and any supporting documentation shall be forwarded to the Association within ten (10) working days of receipt by the City. The Association shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction.

2.1.3 Payroll Deductions and Payment

The City shall deduct the Association dues or fair share fees from employee's pay in conformance with State and City regulations. The City shall promptly pay to the designated payee all deducted sums. The City shall provide annually on the pay period inclusive of March 1, a list of all persons making charitable deductions pursuant to a religious or personal exemption as described herein.

The employees shall pay a sum equal to the agency fee described above to one of the following three non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code: National Law Enforcement Memorial Fund, California Police Officer's Memorial Foundation, or Concerns of Police Survivors.

2.1.4 Hold Harmless

The Association shall indemnify and hold harmless the City, its officers and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provision contained in the MOU. In no event shall the City be required to pay from its own funds the Association dues, fair share fees or charitable contributions which an employee was obligated to pay, but failed to pay, regardless of the reasons.

2.1.5 Suspension of Agency Fees

For the duration of any strike sanctioned, called, or supported by the Association, the City may suspend collection of Association dues, fair share fees or charitable contributions without damage to the employee.

2.1.6 Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees into the unit represented by the Association pursuant to the MOU shall not require an election for the application of the Agency Shop provision to the classification(s) and/or employee(s).

2.2 Association Release Time

The Association shall have a reasonable amount of release time for the conducting of official Association business. The release time may be used by designated Association representatives for purposes relating to labor negotiations, and employee/employer relation matters.

2.3 Use of Release Time

Use of Association release time is subject to reasonable advance requests. Release time will be coordinated with the Division Commander. Approval of the release time must be received before the employee uses the time. The Department shall reasonably grant or deny the release time based upon the legitimate operating needs.

2.4 Association Time Bank

An Association Time Bank (ATB) is established for the purpose of allowing Association members to request paid time off for Association business, including participating in Association sponsored training, conferences and workshops. Any request of ATB shall require the approval of the Association President prior to submission.

ATB requests shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Chief reserves the right to approve ATB requests which incur overtime costs. ATB shall not supersede previously approved vacation requests of other Association personnel.

During the first full pay period that begins in January of each year, each employee covered by this Agreement shall contribute one-half (.5) hour of vacation leave to the ATB. The Association can adjust the ATB contribution, up to a five (5) hour maximum, on an annual basis. The Association shall notify the City by October 1, of any change in ATB contributions.

This time, if not utilized by the Association within the year it is contributed, shall not be returned to the contributing members nor shall this time be subject to cashout, but shall be rolled over to the next year's ATB. This time shall become the property of the Association and shall be banked. Contributions to the ATB shall be done on an hour for hour basis.

The City shall provide the Association the ATB time balance annually on February 1.

2.5 Meetings

The Association shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of the use. The use shall not interfere with the regular course of doing business. The City reserves the right to condition the use on payment of appropriate charges to offset the costs of the use of the facilities.

2.6. Communications

2.6.1. Bulletin Boards

The Association shall have the right to install bulletin boards for the Association's exclusive use. All material shall be posted upon the bulletin board and not upon walls, doors, file cabinets, or any other place. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any federal, state, or local ordinance, law, statute, or rule. The material shall not pertain to public issues which do not involve the City and its relations with employees. All posted material shall be neatly displayed. The City reserves the right to determine where bulletin boards may be used. Should the Association not abide by these rules, the Association may forfeit its right to have a bulletin board.

2.6.2. Inter/Intra Departmental Mail System

The City agrees to allow limited use of the City's inter/intra departmental mail system to the Association. The use shall not include material unsuitable for posting under Section 2.6.1.

3. Management Rights

Except as otherwise limited by a specific term of this agreement, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

To manage all facilities and operations of the City including the methods, means, and personnel by which the City operations are to be conducted.

To direct the work force, including the right to hire, assign, promote, demote, or transfer an employee.

To determine the location of all work assignments and facilities.

To determine processes, techniques, methods, and means of all operations, including changes, allocations, or adjustments of any machinery or equipment.

To determine the size and composition of the work force.

To determine policy and procedures affecting the selection or training of employees.

To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

To control and determine the use and location of City employees, property, material, machinery, or equipment.

To schedule the operation of and to determine the number of shifts.

To determine the hours of operation.

To determine and enforce safety, health, and property protection measures and require adherence thereto.

To transfer work from one job site to another or from one location or unit to another.

To introduce new, improved, or different methods of operations, or change existing methods.

To layoff employees from duty for lack of work, lack of funds, or any other reason.

To reprimand, suspend, discharge, or otherwise discipline employees.

To discharge probationary employees without right to appeal.

To establish, modify, determine, or eliminate job classifications and allocate City positions to such classifications.

To promulgate, modify, and enforce work rules, safety rules, and regulations.

To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

To contract or subcontract services, maintenance, distribution, or any other work with outside public or private entities.

No arbitrator shall have the authority to diminish any of the Management Rights included in this Section.

Any agreement by the City to meet and confer, or meet and consult over the effect of exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

4. Hours and Work Schedule

4.1. Standard Workday

The standard workday shall be from eight (8) to twelve and one-half (12.5) hours of work performed, not including any unpaid non-work time, as determined by the Chief of Police or Director of Community Development. Except in exigent or emergency circumstances, prior to modifying the hours in the standard workday, the City will notice and meet and confer with the Association prior to implementation. All days off in a workweek will be consecutive.

4.1.1

An employee who attends approved training that is shorter than the duration of their regular workday may, at the employee's discretion:

- a) Return to work and finish the remainder of their work hours;

- b) Use CTO or vacation leave for the remainder of their work hours;
- c) Make up the owed work hours on another workday;
- d) Make up the owed work hours on a regularly scheduled day off; or
- e) Any combination of the preceding so long as it occurs in the same fourteen (14) day pay period in which the training occurred.

For purposes of calculating the number of work hours that are owed to the City by the employee, the City will count any time required by the employee for homework and/or studying as a result of the training and travel time to and from the training site. Travel time shall be determined as originating and terminating at the police department.

Employees are responsible for tracking their own time spent in training and travel. Employees shall notify their direct supervisor prior to the concluding of training regarding any hours owed.

Overtime shall not be paid for hours owed to the City under this Section 4.1.1 and shall be paid to the employee at the employee's regular rate of pay.

4.2 Schedule Changes

The Chief of Police will provide at least fifteen (15) days advance notice before changing an employees' regular shift unless exigent circumstances exist requiring less notice. Involuntary shift changes shall be done in reverse seniority order.

4.2.1

An employee may have their shift changed (or flexed) for training in the following circumstances:

- a) The employee voluntarily agrees to the flexed schedule;
- b) The training is required as part of being accepted into a specialty assignment; or
- c) The training is for two (2) or more consecutive days.

An employee may not be required to work more than five (5) days in a seven (7) day workweek (this does not include voluntary overtime) and must have a minimum of two (2) consecutive days off in each workweek.

An employee who is required to attend a training that lasts for one (1) day or less on their regular day off shall be paid overtime at the rate of time and one-half (1.5) their regular rate of pay.

4.3 Shift Exchange

Employees may be allowed to exchange shifts or portions thereof during the same payroll period with the approval of the employees' Division Commander or supervisor. Shift exchanges may be granted when it does not interfere with established training schedules, the operation of the Department, the safety of employees, or other applicable laws. The shift exchange shall have no effect on the hours or rate of pay for any of the employees involved in the exchange.

4.3.1 Shift Bidding

Employees shall bid for shift, hours, and days off in order of seniority, beginning with the most senior employee. Shift bidding will be conducted annually in November, with implementation on the first full pay period in January.

Sergeants shall bid before police officers.

When a shift becomes vacant outside of the shift bid, a two-bump process shall be used. The most senior employee requesting the vacancy shall be allowed to move, thus creating a second vacancy which shall be filled with the next most senior employee requesting the shift. If the department chooses to fill the vacancy created by the second move, it shall be filled with the least senior employee.

4.4 Rest and Meal Periods

4.4.1 Sworn Employees

The time and duration of meal/rest periods for sworn employees shall be within the discretion of the Chief of Police and shall not exceed one (1) hour in total. Rest/meal periods for sworn employees shall be considered time worked. Meal/rest periods shall be scheduled in accordance with the requirements of the Department, and shall be taken at locations approved by the Chief of Police.

4.4.2 Civilian Employees

Civilian employees shall receive two (2) paid fifteen (15) minute rest periods and an unpaid meal period not to exceed one (1) hour. The Department will consider one-half (.5) hour meal periods within each work division using guidelines for approval listed below.

The exact time and duration of meal periods for civilian employees shall be within the discretion of the Chief of Police or Director of Community Development for Code Enforcement personnel. Rest and meal periods for civilian employees assigned to eight (8), nine (9), ten (10), or twelve (12) consecutive hours of work shall be considered time worked. Rest periods shall be scheduled in accordance with the requirements of the Department. The Chief of Police or Director of Community Development, as appropriate, shall determine which employees will be assigned to work eight (8), nine (9), ten (10) or twelve (12) consecutive hours.

4.4.3 Guidelines for Approval of One-Half (.5) Hour Meal Periods

The Chief of Police or Director of Community Development, as appropriate, shall use the following guidelines in determining if a sworn or civilian employee can have a one-half (.5) hour meal period:

- Work divisions which staff public counters will not disrupt or shorten their scheduled hours to the public;

- Meal periods will be established by the appropriate supervisor;
- Employees in small work divisions must be cross-trained in order to ensure the full range of division services are available; and,
- One-half (.5) hour meal periods shall be inclusive of any travel time to and from the worksite.

4.5. Overtime Meal Allowance

All employees working two (2) or more hours of overtime contiguous to their regular shift shall be provided either an additional one-half (.5) hour meal period or one-half (.5) hour of overtime if a meal period cannot be provided during the overtime worked.

5. Wages

5.1 Rates of Pay

5.1.1 Hourly Rate of Pay

The hourly rate of pay for all employees shall mean the employee's current hourly rate without any additional pays.

5.1.2 Regular Rate of Pay

The regular rate of pay for all employees shall mean the employee's current hourly rate of pay plus all differentials and incentives (including FTO/Records Trainer/Code Enforcement Officer Trainer, Longevity, Bi-lingual, Education, POST, Shift Differential, Medical in Lieu (opt out), Officer in Charge (OIC) and Police Liaison) for which the employee qualifies under this MOU.

5.1.3 Separation Rate of Pay

The separation rate of pay for all employees shall mean the employee's current hourly rate of pay at time of separation plus the following incentives: FTO/Records Trainer/Code Enforcement Officer Trainer, Longevity, Bi-lingual, Education, POST, Officer in Charge (OIC) and Police Liaison, for which the employee qualifies under this MOU.

5.2 Salary and Equity Adjustments

5.2.1 Salary Adjustments

5.2.1.1

Effective the first payroll period after ratification and approval by the City Council, employees shall receive a general salary increase of three percent (3.0%).

Effective the first pay period after ratification and approval by the City Council, the following classifications shall receive an equity adjustment as follows:

Position	Equity Adjustment
Community Services Officer I	4.27%
Community Services Officer II	6.00%
Crime Analyst II	8.40%
Crime Scene Investigator I	2.00%
Crime Scene Investigator II	2.00%
Crime Scene Investigator III	2.00%
Police Officer	2.00%

Police Records Technician II	3.47%
Police Sergeant	2.00%
Police Services Coordinator	7.71%

Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum, payment retroactive to January 1, 2022 which equates to three percent (3%) of annual base pay.

5.2.1.2

Effective pay period inclusive of January 1, 2023, employees shall receive a general salary increase of three percent (3.0%).

Effective pay period inclusive of January 1, 2023, the following classifications shall receive an equity adjustment as follows:

Position	Equity Adjustment
Police Officer	1%
Police Sergeant	1%

5.2.2 Salary Schedule

5.2.2.1 For Employees Hired Prior To July 1, 2018

For employees hired as a regular employee prior to July 1, 2018, the salary range consists of five (5) steps (A through E) with approximately 5% between each step (Appendix A).

When an employee hired prior to July 1, 2018, reaches the top step (E step) of the five step (5) salary range of their current classification, they will then be placed at the top step (I step) of the nine (9) step salary schedule.

5.2.2.2 For Employees Hired After June 30, 2018

For employees hired as a regular employee after June 30, 2018, the salary range consists of nine (9) steps (A through I) with approximately 2.5% between each step (Appendix A).

5.2.2.3

Once all employees hired prior to July 1, 2018, reach the top step of their current classification range, they will move to the top step of the nine (9) step salary schedule, and the five step (5) salary schedule will be eliminated.

Upon promotion or series adjustment, all employees will move to or remain on the nine (9) step salary schedule.

5.2.3 Signing and Retention Bonus Pay

Effective the payroll period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum signing bonus of three percent (3%) of annual base pay.

Effective pay period inclusive of July 1, 2023, employees will receive a one-time, non-PERSable lump sum retention payment of three percent (3%) of annual base pay.

5.2.4 Longevity

5.2.4.1 Sworn Employees

Sworn Employees shall receive the following longevity increases:

- Two and one-half percent (2.5%) of their hourly rate of pay after a total of ten (10) years of service in a sworn capacity with a POST participating agency in the first full pay period after completion of ten (10) years is verified (i.e., beginning at the 11th year).
- Additional two and one-half percent (2.5%) of their hourly rate of pay after a total of twelve (12) years of service in a sworn capacity with a POST participating agency in the first full pay period after completion of twelve (12) years is verified (i.e., beginning at the 13th year).
- Additional five percent (5%) of their hourly rate of pay after completing a total of fifteen (15) years of service (i.e., beginning of the 16th year) in a sworn capacity with a POST participating agency.
- The cumulative maximum longevity pay is ten percent (10%) after completion of the 15th year in a sworn capacity with a POST participating agency.
- Prior years of qualifying service must be verified by submitting a copy of POST profile. Additional documentation may be requested if necessary.
- Effective dates of prior years of service will be applied to longevity pay on or after the payroll period after ratification and approval by the City Council and verification of POST profile submitted by employee.

5.2.4.2 Civilian employees

Civilian employees shall receive the following longevity increases:

- Two and one-half percent (2.5%) of their hourly rate of pay after ten (10) years of service with the City in the first full pay period after their ten (10) year anniversary date as a regular employee (i.e., beginning at the 11th year).

- An additional two and one-half percent (2.5%) of their hourly rate of pay after fifteen (15) years of service with the City in the first full pay period after their fifteen (15) year anniversary date as a regular employee.
- The maximum longevity pay is five percent (5%) after completion of the 15th year.

5.3. Overtime

It is the general policy of the City to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with the protection of lives and property of its citizens and the efficient operation of the City. Overtime work requires prior authorization by the Chief of Police or Director of Community Development, as appropriate.

5.4. Overtime Pay

5.4.1.

Employees who work in excess of their standard workday, as defined in Section 4.1, shall be compensated for such overtime at the rate of time and one-half (1.5) their regular rate of pay. Sick leave shall not count towards time worked in determining whether an employee has worked in excess of their standard workday. (This provision shall not apply to employees taking sick leave due to a worker's compensation injury or illness.) An employee shall not be assigned mandatory overtime as a result of the use of sick leave.

5.4.2 Sworn Employees

Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off shall not accrue in excess of one hundred forty (140) hours. Employees may use compensatory time off with the approval of the Chief of Police.

5.4.3 Civilian Employees

Overtime may be taken in cash or in the form of compensatory time off for eligible employees. Compensatory time off shall not accrue in excess of eighty (80) hours. Employees may use compensatory time off with the approval of the Chief of Police or Director of Community Development, as appropriate.

5.4.4.

Upon termination from City service, all accumulated compensatory time off shall be paid to the employee at the employee's current regular rate of pay.

5.4.5.

At any time during the calendar year in which it is earned, prior to the last pay date of the calendar year, an employee may request in writing that a portion or all of the compensatory time off accrued be paid on the earliest possible payday. The payment is subject to the approval of the Chief of Police or Director of Community Development, as appropriate. An employee may only use or cash out compensatory time off during the calendar year in which it is earned. All accrued and unused compensatory time off balances will be cashed out on the last pay date of each calendar year so that the employee's compensatory time off account is reduced to a zero balance. No unused compensatory time off hours may be carried over to a subsequent calendar year. No compensatory time off can be elected for overtime worked during the last pay period of the calendar year.

5.5. Call Back Pay

An employee who is called back to work after leaving their place of employment, following the completion of the employee's work shift, shall be paid for a minimum of two (2) hours work at the rate of time and one-half (1.5) their regular rate of pay, even if the total hours worked that day do not exceed eight (8), nine (9), ten (10), or twelve (12) hours. The compensation shall be computed as work performed from the time of reporting on duty or at the place of work through the time of going off duty or until completion of work. This Section does not apply if the

employee is being called back to complete work that should have been finished prior to the end of their shift. If this occurs, the employee will be paid for all actual hours worked. Further, this Section does not apply if an employee is called either at home or on their cell phone but is not required to come to work. If this occurs, the employee will be paid for all actual hours worked but not less than one-quarter hour (.25).

5.6. On-Call

5.6.1.

Employees shall be paid four dollars (\$4.00) per hour for all hours assigned to an on-call assignment.

- a. Each Investigator and Crime Scene Investigator will be designated for seven (7) day assignments.
- b. When called out, the Investigator or Crime Scene Investigator shall be under the functional supervision of the Shift Supervisor or OIC, unless the Investigation Supervisor is on scene.
- c. The decision to call out an Investigator or Crime Scene Investigator will rest with the Shift Supervisor or OIC. All personnel should comply with the directions given by the Field Supervisor. Any conflict of duty assignments will be brought to the Investigative Supervisor's attention for review. Investigators and Crime Scene Investigators will address these conflicts in a constructive manner. All personnel will work together as a team to resolve the conflicts.
- d. The Department will make every effort to assure that Investigators are assigned on-call no more than once every seven (7) weeks. In order to comply with this goal, the Department will make available an on-call list for non-investigative personnel to sign for occasional on-call or Crime Scene Investigator assignment.

This list will be used to fill in for vacations, workers' compensation absences, or any other absences of regularly scheduled on-call personnel. The Department retains the right to determine if non-investigative personnel are qualified to act as on-call Investigators or Crime Scene Investigators. The Department will not, however, unreasonably withhold such authorization. On-call personnel will, of course, still be permitted to make changes to their on-call assignment among themselves with the permission of the Investigation Supervisor.

- e. On-call Investigators or Crime Scene Investigators are required to drive their City owned vehicle home and have them available at all times. The on-call Investigator or Crime Scene Investigator should be able to get to the scene of the investigation within forty five (45) minutes. When an Investigator or Crime Scene Investigator is on-call, they may utilize the vehicle for limited personal reasons provided the vehicle is not used to transport passengers or excess baggage. The on-call Investigator or Crime Scene Investigator may not consume any alcoholic beverage or engage in any other activities which would affect their ability to effectively respond and perform their duties as an Investigator or Crime Scene Investigator for the Department.

- f. All Investigative personnel shall be provided with cell phones. When not on-call, Investigative personnel are still required to answer or call back if they receive a call to let the Department know whether they are available. Investigative personnel not on-call will not be disciplined if unavailable for call-out. If, however, Investigative personnel are unavailable on a consistent basis when called, the Department reserves the right to transfer them to another division.

5.6.2.

When an employee is on an on-call assignment, they shall be paid for a minimum of two (2) hours work at the rate of time and one and onehalf (1.5) their regular rate of pay when called out.

5.7. Court Time

5.7.1.

Off-duty court time will be paid at the rate of time and one and one-half (1.5) their regular rate of pay with a minimum pay equivalent to four (4) hours worked. Any off duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at the rate of time and one and one-half (1.5) their regular rate of pay. This applies to hours that are non-contiguous to the employee's regular duty hours.

5.7.2.

Court overtime will be compensated during such times as the court is actually in session or the employee is required to meet with the District Attorney. If the employee is required to meet with, or obtain evidence or information for the District Attorney during the lunch break, or return to court after the lunch break, the lunch break shall be compensated as overtime.

5.7.3.

Breaks in court testimony or the required court activities, and multiple subpoenas that cover either only morning or afternoon court sessions do not count as separate incidents for the purpose of minimum compensation within the same day. Multiple subpoenas where one subpoena covers a morning court session and the other subpoena covers an afternoon court session do count as separate incidents for the purpose of minimum compensation within the same day.

5.7.4.

Any employee who is scheduled to appear in court on a regular day off, or prior to or after their assigned duty shift, and who is released from that appearance after 1800 hours on the day prior to the court appearance date, shall be compensated at rate of time and one and one-half (1.5) their regular rate of pay equivalent to two (2) hours worked, provided they made a reasonable effort to contact the Court Liaison before reporting to court. This compensation is for the on-call hours between 0830 and 1330 hours. Furthermore, this compensation is for the disruption of an employee's off-duty time in the event the hearing is canceled, or postponed, on the date of the scheduled appearance. If the employee is required to appear in court, they shall receive a minimum of four (4) hours pay at time and one-half (1.5) their regular rate of pay.

5.7.5.

Any employee who has been directed to appear in court, or before any other administrative hearing within two (2) hours of the start or ending of their regularly scheduled shift in response to a lawfully executed subpoena, or by order of a superior officer, shall receive two (2) hours of compensation at the rate of time and one-half (1.5) their regular rate of pay. This compensation is for the disruption of the employee's off-duty time, response to the work site for evidence retrieval, and travel time to, and possibly from, the court site during non-scheduled work hours.

5.8. Shift Differential

5.8.1.

A civilian employee shall receive a night shift differential of five percent (5%) of their hourly rate of pay as additional compensation if more than one-half (.5) of their standard workday is before 8:00 a.m. or after 5:00 p.m.

5.8.2.

Shift differential pay shall be paid only for time worked. No civilian employee shall receive shift differential for other paid time such as vacation, sick leave, or in-lieu of holiday pay.

5.9. Fitness Incentive

5.9.1

Employees may work out off-duty at the Department or the City recreation facility at no cost.

5.9.2

Sworn employees who work out off duty at least two (2) times per week during each fourteen (14) day pay period will receive fitness incentive pay in the amount of twenty-seven dollars and fifty-cents (\$27.50) per pay period.

6. Specialty Pays

6.1 K-9 Officer Compensation

The City and the Association have determined that the amount of compensable off-duty working time attributable to the routine care of a City owned canine (K-9), including but not limited to, the handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles and ordinary transport to the veterinarian is thirty (30) minutes per day, seven (7) days per week. This determination is the result of a good faith estimate by the City and the Association and is intended to be comprehensive, accurate and inclusive of all pertinent facts. The compensation for additional off-duty time shall be paid at the rate of time and one-half (1.5) their regular rate of pay. Officers assigned to K-9 duty shall be entitled to K-9 Officer compensation during periods of training up to three (3) months prior to the dog actually being certified for service.

6.1.1.

In addition to the K-9 compensation described in Section 6.1, above, assigned K-9 officers will be reimbursed for the purchase of dog food and grooming supplies, which have been pre-

approved by the Lieutenant over the K-9 Program. Training expenses for all mandatory training, replacement of Police Department owned equipment provided for use in the K-9 program and all veterinary expenses incurred as the result of a service related injury or illness, including routine examinations and vaccinations, shall be paid by the Department. Any additional medical expenses may be paid by the City at the discretion of the Chief of Police.

6.1.2.

No employee shall work more than thirty (30) minutes per day in the performance of off-duty K-9 Officer tasks without the express direction of the K-9 Sergeant or Lieutenant over the K-9 Program. All extraordinary work involving the canine will be compensated at the rate of time and one-half (1.5) their regular rate of pay. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, special training not normally conducted on a daily or scheduled basis, and any work which causes a substantial increase in work time beyond that which is authorized in Section 6.1. Absent exigent circumstances, all such overtime must be authorized, in advance, by the K-9 Sergeant or Lieutenant over the K-9 Program.

6.1.3

In the event a City-owned canine is permanently retired by the Department, the most recent handler shall have the option to purchase the canine from the City for one dollar (\$1.00). In the event the canine had more than one handler, and the most recent handler chooses not to purchase the canine, the next most recent handler of the canine shall have the option to purchase the retired canine. The purchase of the dog shall include an indemnification, and hold harmless agreement by the purchasing officer, releasing the City from any and all liability, including future veterinary care, maintenance, and other costs relating to the canine.

6.2. Field Training Officer, Records Trainer, and Code Enforcement Officer Trainer

6.2.1.

The duties of a Field Training Officer (FTO), Records Trainer, and Code Enforcement Officer Trainer include additional responsibilities and paperwork in order to successfully train and implement the program. A FTO or Records Trainer may also be required to serve in a temporary assignment as an acting supervisor.

6.2.2. Trainer Compensation

Compensation for serving as an FTO, Records Trainer, and Code Enforcement Officer Trainer shall be as follows:

6.2.2.1 Field Training Officer

A FTO shall receive an additional five percent (5%) of their hourly rate of pay. FTOs are expected to perform their FTO duties during their normal tour of duty and will not receive overtime for FTO duties unless specifically authorized by the Chief of Police.

6.2.2.2 Records Trainer or Code Enforcement Officer Trainer

A Records Trainer or Code Enforcement Officer Trainer, while actually training for the Department shall be compensated an additional five percent (5%) of their hourly rate of pay for every training day. Trainers are expected to perform their training duties during their normal tour of duty and will not receive overtime for training duties unless specifically authorized by the Chief of Police or Director of Community Development.

6.2.3. Acting Supervisor

An employee assigned by the Chief of Police or Director of Community Development to act in the capacity of a supervisor will be compensated an additional five percent (5%) of their hourly rate of pay after working one (1) regular work shift in the supervisory

capacity. During these periods, the employee will have the same authority and responsibility as the supervisor they replaced.

6.3 Police Liaison Officer

The duties of the Police Liaison Officer shall involve community outreach and organization in order to identify and resolve issues related to either special persons and/or special group(s).

6.3.1

A Police Officer assigned as a Police Liaison Officer shall receive Police Liaison pay in the amount of five percent (5%) of their hourly rate of pay. Pay continues to be received while employee is utilizing vacation, sick leave or holiday pay.

6.4 Bilingual Pay

Employee's possessing and utilizing bilingual skills on duty shall receive bilingual pay in the amount of five percent (5%) of their hourly rate of pay. The number of employees, languages available, and the qualification requirements will be determined by the City. Pay continues to be received while employee is utilizing vacation, sick leave or holiday pay.

6.5 Officer In Charge (OIC)

The Police Officer in Charge (OIC) program is considered a specialty assignment for employees who are routinely and consistently assigned to a lead or supervisory capacity over other employees, subordinate classifications, or agency-sponsored program participants. The OIC program will provide opportunities for employee development and acquiring experience through mentorship under the direction of a division sergeant. The OIC Operations Manual outlines the administration of the OIC program.

6.5.1

Officers interested in becoming an OIC shall be required to meet the minimum requirements as a Police Sergeant prior to the time of their application for the OIC assignment.

6.5.2

The Department will establish the number of positions assigned to the OIC assignment.

6.5.2

OICs, in addition to standard police officer duties, will undertake the additional responsibility as a lead officer or acting supervisor in the absence of a sergeant.

6.5.3

OICs are required to meet minimum ongoing supervisory requirements to maintain their ability to act in an OIC capacity.

6.5.4

OICs who are routinely and consistently assigned to lead or supervisory positions over other employees, subordinate classifications, or agency sponsored program participants shall receive an additional five percent (5%) of their hourly rate of pay.

6.5.5

Officers who are currently assigned to another specialty assignment and are selected for an OIC assignment may participate in an auxiliary fashion but not in a full-time status. Auxiliary OICs will be compensated only when performing in the capacity of and OIC.

6.5.5.1

In no event shall a Field Training Officer or Police Liaison Officer receive more than five percent (5%) of their hourly rate of pay if assigned as an OIC and another specialty assignment.

7. Uniforms

7.1

When hired, an employee shall be directed to the appropriate vendor(s) where they will obtain the required uniforms and/or equipment, which will be paid for by the City directly to the vendor(s). The required uniform and equipment for each classification will be contained in a policy and furnished to the Association on an annual basis. Employees are required to meet Department uniform standards.

7.1.1

Employees who damage their clothing or personal items while working shall be reimbursed according to the provisions of the City Administrative Policy II-E-8.

The City shall provide sworn employees with level three A (3A) soft body armor with trauma plate and replace the body armor when damaged or prior to the manufacturer's expiration date.

7.2 Safety Equipment – Civilian Employees

The City shall make available to on-duty civilian employees such safety equipment as is necessary for the employee's job assignment, which may include, but not be limited to: rain gear, flashlight, radio holder, key holder, and orange safety vest.

7.2.1

With approval of the Director of Community Development or Chief of Police, City shall provide civilian employees with level three A (3A) soft body armor with trauma plate and replace the body armor when damaged or prior to the manufacturer's expiration date.

8. Education and POST Incentives

8.1 Sworn Employees

8.1.1 POST Incentives

Upon verification, employees shall receive two percent (2%) of their hourly rate of pay for an Intermediate POST certificate

Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for an Advanced POST certificate.

Maximum incentive under section 8.1.1. is four-point five percent (4.5%).

8.1.1.1

The issuant date of POST certificates or date of hire as a regular employee, which ever is later, shall be used for the implementation date of the POST incentive pays.

8.1.2 Education Incentives

Upon verification, employees shall receive four percent (4%) of their hourly rate of pay for a Bachelor's degree.

8.2 Civilian Employees

8.2.1 Education Incentives

Upon verification, employees shall receive two-point five percent (2.5%) of their hourly rate of pay for an Associate's Degree.

OR

Upon verification, employees shall receive four percent (4%) of their hourly rate of pay for a Bachelor's degree.

Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for a Master's degree.

8.2.1.1

The incentives in this section shall be cumulative and not compounded. The maximum incentive under this section shall be six and one-half percent (6.5%). Changes in compensation in section 8.2.1 shall be effective the first payroll period after ratification and approval by the City Council.

8.3 Career Enhancement

The City will reimburse up to one thousand dollars (\$1000) per fiscal year to all eligible employees (pro-rated for new hires) for materials and fees for career enhancement activities including, but not limited to, job-related classes; classes taken at an accredited college or university in pursuit of a degree; and job-related equipment. Items qualifying for reimbursement include reference books and manuals related to the employee's line of work or approved classes; AV media related to career development; and computer hardware and software and/or other accessories/equipment which can aid the employee in the performance of their job duties and/or advance skills that would enhance job performance, including keyboards, monitors, computer mouse(s)/pointing devices, headsets/earphones, webcams, and printers/printer ink.

Eligible employees hired between July 1 and December 31 of a fiscal year will receive 100% (of the benefit amount) for that fiscal year. Employees hired between January 1 and March 31 will receive 50% (of the benefit amount) for that fiscal year. Employees hired after March 31 will not receive the benefit until the commencement of a new fiscal year.

An employee may only be reimbursed for eligible expenses incurred within twelve (12) months from the date of the expenditure. The purchase must have been made when the employee was employed with the City of West Sacramento. The date on which a reimbursement is requested,

not the date in which the expense was incurred, determines which fiscal year reimbursement funds apply and an employee may only be reimbursed one time for an expenditure.

For example, a computer purchased in May of 2022 for \$1,200 may only be submitted once for reimbursement either by June 1, 2022, for reimbursement of \$1,000 out of FY 21/22 funds or after June 1, 2022 for reimbursement of \$1,000 out of FY 22/23 funds. Two separate reimbursement requests for the same piece of equipment over two fiscal years in order to achieve full payment is not allowed.

All reimbursements will comply with applicable tax laws.

8.3.1

If an employee wishes to enroll in a class, workshop, conference, or seminar OR if an employee desires to purchase career development materials for reimbursement for which they plan to seek reimbursement, they must first request approval from their Department Head. The employee must submit a Career Enhancement Reimbursement Request through NeoGov form to their department head, including written justification as to how the item(s) for which reimbursement is requested is job related. The Department Head will review the employee's request and indicate their approval on the Career Enhancement Reimbursement Request form in the box titled "Pre-Approval by Department Head" space. If approved by the Department Head, the form will be submitted to Human Resources for review and pre-approval and then returned to the employee until the activity or purchase is completed.

Once pre-approved by the Department Head, the reimbursement will be made following completion of the activity or purchase of the materials. If the employee is requesting reimbursement for a class, they must complete the remainder of the Career Enhancement Reimbursement Request form and provide a copy of the transcript or other documentation from the educational institution which verifies completion of the class. If the employee is requesting reimbursement for other approved activities/materials, she/he must complete

the remaining portion of the Career Enhancement Reimbursement Request form and attach receipts for the class registration; books or other materials purchased for the class; or receipts for other career development materials.

After final Department Head approval for payment is obtained on the Career Enhancement Reimbursement Request form through NeoGov, the form and required receipts are to be sent to Human Resources through NeoGov for review and payment. Human Resources will review reimbursement requests for appropriateness.

Inappropriate or ineligible requests will be returned to the Department for further handling. Human Resources will then prepare a direct batch or process through payroll (when necessary for tax purposes as required by the IRS) and track the funds expended on each eligible employee.

Departments may contact Human Resources to review the appropriateness of a particular reimbursement request.

Reimbursement requests with final Department Head approval may be submitted at any time during the fiscal year. Reimbursement requests submitted to Human Resources between July 1 and December 1 each fiscal year, will be processed for payment by December 31. Reimbursement requests submitted to Human Resources between December 2 and June 1, will be processed for payment by June 30. To ensure utilization of funds from a particular fiscal year, the reimbursement request must be received by Human Resources on or before June 1 of each fiscal year and will be processed by Human Resources by June 30. Requests received after June 1 will be processed and reimbursed in the following fiscal year.

9. CalPERS Retirement

9.1. Safety Members

The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

Police Safety Members hired prior to October 8, 2011, shall receive the 3% @ 50 formula, highest twelve (12) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 50 enhanced retirement formula. These employees pay four point three two five percent (4.325%) to share in the cost of the 3% @ 50 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

Police Safety Members hired between October 8, 2011, and December 31, 2012, or Classic Members, as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 55 enhanced retirement formula. These employees pay four point three-two-five percent (4.325%) to cost share for the 3% @ 55 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will also pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

New Police Safety Members hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees'

Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, shall receive the 2.7% @ 57 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

These Police Safety Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

9.2 Miscellaneous Members

The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

Miscellaneous Members hired before February 11, 2012, shall receive the 2.5% @ 55 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution of eight percent (8%) on a pre-tax basis.

Miscellaneous Members hired between February 11, 2012, and December 31, 2012, or Classic Members, as defined by CalPERS, shall receive the 2% @ 60 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution of seven percent (7%) on a pre-tax basis.

New Miscellaneous Members hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees'

Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, shall receive the 2% @ 62 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit ad Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

10. Health and Welfare Benefits

10.1. City Contribution

Tthe employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:

- Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision per month.
- Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the cost of employee plus one dental and vision per month.
- Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus two or more and eighty-five percent (85%) of the employee plus two or more dental and vision plans per month.

In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision.

Employees hired prior to July 1, 2018, who choose not to participate in any of the City's medical plans ("opt out") and show proof of other group health care coverage shall receive an additional four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected.

New employees hired on or after July 1, 2018, who opt out will receive four hundred and seventy-five dollars (\$475) and City paid dental/vision at the employee only rate. Employees can purchase up to the family rate with the opt out funds.

10.2. Medical After Retirement

10.2.1 Sworn Employees

Sworn employees hired after June 30, 2014 will receive retiree medical benefits pursuant to the following formula:

10 - 14 years of service= 50% of premiums

15 - 19 years of service= 75% of premiums

20 or more years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier and not to exceed one thousand two hundred (\$1,200) dollars per month.

Sworn employees hired after December 31, 2001 will receive retiree medical benefits pursuant to the following formula:

10 - 14 years of service= 50% of premiums

15 - 19 years of service= 75% of premiums

20 or more years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.

This provision, however, will not impact any current retirees or current employees hired before January 1, 2002. These employees will maintain the current medical after retirement benefit levels. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

10.2.1.1

Sworn employees not subject to Section 10.2.1 above will receive retiree medical benefits to be provided through PEHMCA. One hundred percent (100%) of the premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

10.2.2 Civilian Employees

Civilian employees will receive retiree medical benefits pursuant to the following formula:

10-14 years of service = \$50 + 25% of premiums

15-19 years of service = \$75 + 30% of premiums

20 or more years of service = \$100 + 50% of premiums

The premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.

In all cases, this benefit for civilian employees is not to exceed seventy five percent (75%) of the total premium or seven hundred fifty dollars (\$750), whichever is less. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

If, during the term of this agreement, any other recognized employee organization, which is comprised of civilian employees, is provided an enhanced medical after retirement benefit, the civilian employees assigned to the Association shall receive the same enhancement at the same time, in the same manner and at the same cost as the benefit was provided to that recognized employee organization.

10.2.3 Sworn and Civilian Employees first hired on or after July 1, 2018

10.2.3.1

Employees first hired after June 30, 2018, shall receive the following Medical After Retirement Benefits based on regular years of service with the City.

The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). Rehired employees will fall under the medical retirement tier based on original date of hire.

The following contributions shall be made to the employees Retiree Health Savings Account (RHS). After accruing ten (10) continuous years of service with the City, and upon separation from the City, employees may draw from the City contribution in this account. Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.

- From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account
- After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.
- After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.
- After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account.

10.2.3.1.1

Effective the first payroll period after ratification and approval by the City Council, sworn employees first hired after June 30, 2018, may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.

10.2.4 Rehired employees

Rehired employees will fall under the medical retirement tier based on original date of hire.

10.3 Contribution to Unfunded Liability

Employees shall contribute ten dollars (\$10) per month to be used to reduce the unfunded liability for retiree medical.

10.4 ICMA VantageCare

The City shall provide a VantageCare retiree health savings account with ICMA for all employees. The account shall be solely for the bargaining unit and shall allow for employer and employee contributions to the plan. The City shall contribute fifteen dollars (\$15) per pay period on behalf of each employee hired prior to July 1, 2018, to the VantageCare plan. The Association may set or adjust the employee contribution amount annually by November 15, to be effective the first pay period in February of the following year. City contributions shall immediately vest to the employee. The City shall pay the accounting fee as charged by the plan. Employees may withdraw from the plan upon separation from City employment per the requirements of the plan.

10.5 State Disability Insurance

Sworn members of the Association are not in the State Disability Insurance Program. The civilian members of the Association may be removed from the State Disability Insurance Program at the discretion of the Association.

11. Employment Probation

11.1. Probationary Period – Sworn Employees

Sworn employees who possess a POST Basic Certificate upon hire shall receive a probationary period of twelve (12) months. All other sworn employees shall receive a probationary period of eighteen (18) months.

11.2. Probationary Period - Civilian Employees

The probationary period for all civilian employees covered by this agreement shall be twelve (12) months for all new employees.

11.3. Probationary Period - Promotions

All promotions shall be subject to a six (6) month probationary period. During this type of probationary period, employees will continue to be considered regular employees, will accrue

seniority, and shall be protected in discharge procedures as other regular employees. If the employee is not recommended for permanent status in such position, they shall be entitled to return to the position from which they were promoted provided they held permanent status in such position and a vacancy exists or one will be created as the result of another employee being promoted. If the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position, they shall not be entitled to be restored to the position from which they were promoted.

12. Light/Limited Duty

12.1.

When, due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform their usual duties, the employee may work in a light/limited duty capacity if such work is available in the Department.

12.2.

An employee may work light/limited duty only upon authorization of the employee's attending physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

12.3.

If light/limited duty is available, and the employee is cleared by an attending physician to perform such work, they shall accept light/limited duty. As much as possible, every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which they are assigned for a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the Department.

13. Performance Evaluation

13.1

The Department shall prepare a performance evaluation for each employee at least every six (6) months during the probationary period. The employee performance evaluation on probationary employees shall be submitted by the Department to the Human Resources Division. Unless the Department extends the probationary period or takes action to separate the employee during their probationary period, the probationer shall acquire regular status at the end of the probationary period.

13.2.

After the probationary period, the Department shall prepare a performance evaluation for each employee at least every twelve (12) months based on the prior calendar years' performance. Annual regular employee performance evaluations shall be submitted by the Department to the Human Resources Division.

13.3.

Regular employees in the top step of their salary range shall receive a performance evaluation prior to their annual evaluation date.

13.4.

No performance evaluation shall be transmitted to the City's personnel files until the employee has reviewed or been given the opportunity to review the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed or been given the opportunity to review the evaluation personally with the Chief of Police or Director of Community Development, as appropriate. The employee has the right to read, sign, and file a written response to both favorable and unfavorable entries. Signing is not an admission by the employee of the truth of such entries, but rather only an acknowledgment of notification. An employee's written response, if any, shall be attached to and become a permanent part of the employee's

evaluation and shall be transmitted to the City's personnel files. The performance evaluation is not subject to appeal through the grievance and/or disciplinary appeal procedures. All employees, however, have a right to meet with the Assistant City Manager to address concerns about their performance evaluation.

14. Sick Leave

14.1. Sick Leave

Sick leave is defined as the absence from duty by an employee because of:

14.1.1.

Their own illness or injury or exposure to a contagious disease which incapacitates such employee from performing their duties.

14.1.2.

Their own medical and dental appointments if not able to schedule during off duty hours.

14.1.3.

Attendance upon a member of their family because of illness, injury, or exposure to contagious disease and when the attendance of such employee is definitely required, provided that the total number of days of sick leave taken pursuant to this Section shall not exceed six (6) days per calendar year.

14.1.4.

As used in this Section, "family" means husband, wife, domestic partner, child, brother, sister, parents, mother-in-law, father-in-law, or grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing "in loco parentis" (refers to a person who has put themselves in the situation

of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption.)

14.1.5.

The Chief of Police or Director of Community Development, as appropriate, may request a doctor's certificate as proof of necessity for absence in excess of three (3) days in order for sick leave with pay to be granted. The parties agree that such means shall not be used to harass or intimidate employees or discourage appropriate use of sick leave. If a pattern has been established where an employee has taken sick leave on certain days of the week (e.g., holidays, last day of the workweek) a doctor's note may be requested.

14.2. Sick Leave Accrual

14.2.1.

Employees shall be entitled to sick leave with pay which shall accrue at the rate of eight (8) hours for each month of service commencing with the date of employment. For purposes of sick leave accrual, employees hired on or before the fifteenth (15th) day of a month shall be credited with one (1) day sick leave for that month. Employees hired after the fifteenth (15th) day of a month shall have sick leave credited to them beginning the first (1st) day of the following month.

14.2.2.

Upon retirement, layoff, or death, up to one-half (.5) of the value of an employee's accumulated sick leave will be paid to the employee at their separation rate of pay. Employees who retire have the option to choose between a cash-out of up to one-half (.5) of their unused sick leave at their separation rate of pay, with the remaining balance reported to CalPERS as service credit; in lieu of any cash-out, up to one hundred percent (100%) of unused sick leave will be reported to CalPERS as service credit.

14.3. Sick Leave, State Disability Compensation, and Workers' Compensation**14.3.1.**

Civilian employees' sick leave will be supplementary to Workers' Compensation or State Disability Compensation benefits and will be paid so that at no time will sick leave and worker's compensation or State Disability Compensation payments combined exceed one hundred percent (100%) of the employee's average earnings for the standard workweek preceding disability.

15. Vacations**15.1. Vacation Accrual****15.1.1**

Starting with the first year of employment, employees shall be entitled to ten (10) days or eighty (80) hours of vacation leave with pay. Such vacation leave shall accrue at the rate of ten (10) days or eighty (80) hours per year until such employee has been employed up to five (5) consecutive years.

15.1.2.

Employees who have served continuously for five (5) years shall be entitled to fifteen (15) days or one hundred twenty (120) hours of vacation leave with pay per year up to ten (10) years.

15.1.3.

Employees who have served continuously for ten (10) years shall be entitled to twenty (20) days or one hundred sixty (160) hours of vacation leave with pay per year up to twenty (20) years.

15.1.4.

Employees have served continuously for twenty (20) years or more shall be entitled to twenty-five (25) days or two hundred (200) hours of vacation leave with pay per year.

15.1.5.

A maximum of two hundred forty (240) hours of unused, vested time may be accumulated by an employee. If an employee has twenty (20) or more years of service, the maximum accrual is three hundred (300) hours.

15.1.6.

Effective the first payroll period after ratification and approval by the City Council, sworn employees may have prior years of qualifying years of service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency, in determining their vacation accrual tier. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.

15.2. Vacation Scheduling

15.2.1.

Vacations may be taken as vacation hours are accrued, subject to approval by the Chief of Police or Director of Community Development, as appropriate.

15.2.2.

The time for and scheduling of vacations shall be subject to approval by the Chief of Police or Director of Community Development, as appropriate, and coordinated by the Department with other employees.

15.2.3.

When an employee has submitted a written request for vacation at least thirty (30) days in advance of the dates requested, said request shall not be unreasonably denied and, if approved, shall only be rescinded to meet unanticipated departmental needs of an emergency nature.

15.3. Vacation Pay Upon Termination

Upon leaving employment, an employee shall be cashed out of their accrued vacation at their separation rate of pay.

15.4 Vacation Sell Back

Annually through December 31, 2023, eligible employees will have the opportunity to sell back unused accrued vacation hours. To be eligible for the vacation sell back program, the employee must use a minimum of 40 hours of accrued leave time (not including sick leave or paid holidays) in the calendar year and submit a request form by December of that calendar year, which will be paid in January of the following year. Eligible employees may sell back up to 80 hours of accrued vacation time in the second pay period of January each calendar year. The decision by an employee to cash out vacation hours is irrevocable. The hours shall be converted to a dollar amount based on the employee's regular rate of pay at the time of buy back.

16. Holidays

16.1. City Holidays

Employees will earn ninety-six (96) hours of holiday time per calendar year (the ten (10) listed holidays in Section 17.1.1 plus two (2) floating holidays) to be used as time off. Holiday time can be taken at any time after it is earned (the pay period in which the holiday occurs or July 1 for floating holidays). Upon separation, employees are not entitled to any payout for unused holiday time (no cash out).

16.1.1. City Holidays

New Year's Day (January 1)

Martin Luther King, Jr.'s Birthday (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (last Thursday in November)

Day After Thanksgiving (last Friday in November)

Christmas Day (December 25)

16.1.2.

Employees shall be entitled to use four (4), four and one-half (4.5), five (5) or six (6) hours¹ floating holiday time either on Christmas Eve or New Year's Eve, subject to scheduling constraints on the Department. If any employee chooses not to exercise this option or schedule constraints preclude it, the employee shall retain the leave time to be used within this fiscal year.

16.1.3.

When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be

¹ Entitled to take one-half of their shift, depending upon employee's regular workday of 8, 9, 10 or 12 hours.

observed as the holiday. An observed holiday must be in the calendar year that the holiday occurs.

16.1.4.

Public offices of the City shall be closed on the holidays identified in this Section, and shall not necessarily be closed on the State holidays as provided in California Government Code Sections 6700 to 6702.

16.2. Floating Holidays

16.2.1.

Floating holidays are accrued on a fiscal year basis. An employee appointed during the period from July 1 through December 31 shall be entitled to two (2) floating holidays (sixteen (16) hours) for that fiscal year. An employee appointed during the period from January 1 through March 31 shall be entitled to one (1) floating holiday (eight (8) hours) for the remainder of the fiscal year. An employee appointed during the period from April 1 through June 30 shall not be entitled to any floating holidays for that fiscal year, but shall earn two (2) floating holidays (sixteen (16) hours) at the start of the next fiscal year (July 1). Upon separation, employees are entitled to payout for any unused floating holiday time.

16.3. Employees Eligible for Holiday Pay

16.3.1.

Employees shall be eligible for holiday pay at their regular rate of pay.

16.4. Compensation for Work on Holidays

16.4.1.

If an employee is required to work on a day being observed as a City holiday, the employee shall be paid overtime compensation at the rate of time and one-half (1.5) their regular rate of pay plus retain the holiday hours to be used within the fiscal year or be compensated for same prior to the fiscal year end.

16.4.2.

If a holiday occurs during the time an employee is on an excused absence without pay, the employee shall not be entitled to receive pay for the holiday.

16.4.3.

When any of the above holidays fall during a regularly scheduled paid leave period, or the employee is on sick leave, the employee will receive holiday time in lieu of being charged the appropriate leave time.

16.4.4.

Should a holiday be observed on an employee's regularly scheduled day off, the employee shall be compensated for eight (8) hours work at their regular rate of pay or may retain the holiday hours to be taken at a later time within the same fiscal year at the employee's choice.

17. Maternity and Paternity Leave

Please see Section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

18. Family and Medical Leave

Please see Section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

19. Bereavement Leave

Please see Section 4.5.8 of the City's Personnel Rules. The City agrees that the terms and conditions of the Bereavement Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

20. Layoffs**20.1 Layoffs**

When the City determines that a reduction in staff is necessary, the City shall select the employee(s) to be laid off within that classification. Within the selected classification(s), seniority as defined in Section 1.4.2. shall govern the order of layoff, with the least senior employee being laid off first.

20.2 Bumping Rights

An employee subject to layoff may bump an employee in a previously held lower classification, if that employee has less seniority than the laid off employee. An employee exercising their bumping rights shall notify the department head or designee within seven (7) days after receiving the layoff notification.

20.3 Layoff Notification

When the City determines that layoffs are to occur, the Department should give as much notice as possible, but no less than thirty (30) calendar days written notice of the layoff.

20.4 Reemployment

An employee laid off shall be reinstated in the reverse order of layoffs for a period of one (1) year from the date of their layoff. Employees shall have seven (7) calendar days to respond in writing to offers of reemployment. If the employee fails to respond to two (2) separate offers of reemployment they shall be deemed to have waived their right to reinstatement.

21. Training

The Department recognizes the value of continued training in obtaining the goals of professionalism in the Department and reducing the liability to the City and will make every effort to provide training to employees in the bargaining unit.

22. Grievance Procedure

22.1. Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

22.2. Definition of Grievance

A grievance is a complaint of one or a group of employees or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of the MOU or any applicable rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the MOU.

22.3. Formal Grievance Procedure

22.3.1. Level I

Within thirty (30) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance. Within fifteen (15) days of the receipt of the written grievance, the Chief of Police or Director of Community Development, as appropriate, shall investigate the grievance which may include a meeting with the concerned parties and give a written answer to the grievant.

22.3.2. Level II

If the grievant is not satisfied with the written answer from the Chief of Police or Director of Community Development, as appropriate, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager. Within twenty (20) days of the receipt of the written appeal, the City Manager shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

22.3.3. Level III

If the grievant is not satisfied by the decision made by the City Manager, they may within fifteen (15) days of the receipt of the response from the City Manager request a hearing before an arbitrator. The hearing before the arbitrator shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the date of the hearing at least fifteen (15) days prior to the hearing.

Grievance arbitrations shall be conducted according to the rules of arbitration for disciplinary matters as defined in the Personnel Rules, including selection of the arbitrator and rules of procedure.

22.3.4. Level IV

The arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the arbitrator shall be final and binding.

22.4 Automatic Advances

If, at any step in the grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the

grievance automatically advances to the next line of authority as designated in the grievance procedure who does have the authority to respond.

22.5. Costs of Grievance Arbitration

The cost of the arbitration, including the arbitrator's fee, shall be shared equally by the employee and the City.

22.6. Time Limits

Time limits are considered an integral and important part of the grievance procedure and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry their grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned. If a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

23. Disciplinary Procedure

23.1. Purpose

23.1.1.

To provide employee subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and State and Federal Law.

23.1.2.

To provide an orderly procedure for notice, pre-action response hearing, and a formal hearing on appeal after disciplinary action.

23.1.3.

To provide sworn employees with the opportunity for administrative appeal pursuant to the California Government Code section 3300, et seq.

23.1.4.

To provide civilian employees with the opportunity for administrative appeal.

23.1.5.

To correct deficiencies in employee performance and to assure improvement to meet job standards.

23.2. Employee Representation

23.2.1.

Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action.

23.3. Definitions

23.3.1. Non-Disciplinary Corrective Actions

Corrective measures of a non-disciplinary nature taken by the Chief of Police or Director of Community Development, as appropriate, or an immediate supervisor including counseling and training sessions, documented oral counseling sessions and oral reprimands.

23.3.2 Disciplinary Actions

Actions taken by the Department that could result in discharge, demotion, reduction in pay as a punitive action, suspension from duty without pay, written reprimand or transfer for the purposes of punishment.

23.3.3. Response Meeting

An informal meeting in which the employee has the opportunity to respond to charges prior to action.

23.3.4. Hearing

A formal hearing held following an appeal of an employee of action taken by the Chief of Police or Director of Community Development, as appropriate.

23.3.5. Notice

Notice shall be given by personal delivery or by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal.

23.4. Time Limits

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not discretionary.

23.5. Exclusive Procedure

This procedure shall be the exclusive procedure for appealing disciplinary actions against employees. For sworn employees, nothing in this section is intended to provide a lesser remedy than that which is available pursuant to the Peace Officer Bill of Rights.

23.6. Non-Disciplinary Corrective Actions

When the Chief of Police or Director of Community Development, as appropriate, determines more severe action is not necessary, they may orally or in writing communicate to the employee the deficiency or problem observed. The communications may be designated as counseling and training sessions, documented oral counseling sessions or oral reprimands. Although considered

non-disciplinary in nature, a failure to correct identified deficiencies may lead to disciplinary action. The disciplinary action may reference any and all prior attempts of the supervisor or Chief of Police or Director of Community Development, as appropriate, to correct the employee's deficiency.

23.6.1.

Non-Disciplinary Corrective Actions are excluded from the appeal procedure for disciplinary actions.

23.7 Written Reprimands

A Written Reprimand may be issued by the Chief of Police or Director of Community Development, as appropriate, or, by an immediate supervisor.

23.7.1

A copy of the reprimand shall be placed in the employee's personnel file after the employee signs an acknowledgment of receipt and a copy is given to the employee. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge.

23.7.2.

In the event that an employee is issued a written reprimand, the Department need not provide pre-disciplinary notice.

23.7.3.

A written reprimand issued by a supervisor shall be appealable only to the Chief of Police or Director of Community Development, as appropriate. A written reprimand issued by the Chief of Police or Director of Community Development, as appropriate, shall be appealable only to the City Manager. The appeal shall be made in writing and provided to the

appropriate party within ten (10) days of the receipt of the written reprimand. Appeal of written reprimands are excluded from the below appeal procedure for disciplinary actions.

23.8. Notice

23.8.1.

The employee shall be given written notice of a proposed disciplinary action as herein defined, except written reprimand, seven (7) days in advance of the date of the response meeting.

23.8.2.

An employee may be placed on administrative leave with pay or temporarily reassigned without loss of pay pending investigation regarding the facts giving rise to the potential need for discipline.

23.8.3.

Prior to a disciplinary action, other than written reprimand, the City shall provide the employee with the following:

- a. The reasons for the proposed action.
- b. A copy of the charges and recommended action.
- c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative which may be an attorney, at the meeting with the Chief of Police or Director of Community Development, as appropriate.
- d. The date and the time of the response meeting with the Chief of Police or Director of Community Development, as appropriate, during which the

employee and their representative shall have an opportunity to refute the charges or present facts which may not be known to management.

- e. Notice that if the employee fails to participate in the response meeting, the Chief of Police or Director of Community Development, as appropriate, may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken.

23.8.4.

The notice shall be accompanied by copies of all material on which the charges and recommendations are based. If the materials are too voluminous to copy easily or are confidential within the Public Records Act, the City shall provide a description of the materials and/or a reasonable opportunity will be given to inspect, summarize or make copies.

- a. The employee or authorized Association representative may copy and inspect their personnel file.
- b. The employee or authorized Association representative may copy and inspect only the parts of other City records which the employee generated in their job, unless the Chief of Police or Director of Community Development, as appropriate, orders broader discovery.

23.9. Response Meeting

23.9.1.

At the time and place set for the meeting giving employee opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative.

23.9.2.

Neither the Chief of Police or Director of Community Development, as appropriate, nor the employee shall be entitled to call witnesses or take testimony.

23.9.3.

At the meeting, the Chief of Police or Director of Community Development, as appropriate, may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his representative.

23.9.4.

No new charges shall be introduced at the response meeting. If new information relating to new charges is proposed or, if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.

23.9.5.

At the conclusion of the response meeting or within seven (7) days, the Chief of Police or Director of Community Development, as appropriate, shall issue an order, taking or determining not to take the action, and shall give written notice thereof to the employee, along with an explanation of the basis of the action and notice of the employee's right to appeal.

23.10. Appeal

23.10.1.

If an employee has requested and participated in a response meeting with the Chief of Police or Director of Community Development, as appropriate, as set forth above, the employee shall have the right to a hearing before an arbitrator as provided in this Section.

23.10.2.

No employee shall be penalized in any way for availing themselves of or participating in the appeal process.

23.10.3.

Filing of an appeal shall not stay the effective date of the order of disciplinary action.

23.10.4.

A written demand for an appeal and hearing must be served on the City Manager by the employee or their representative within ten (10) days of receipt of the Chief of Police's or Director of Community Development's order of disciplinary action.

23.10.5.

The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

23.10.6.

The demand for hearing shall include:

- a. Specific grounds for review.
- b. Copies of materials on which appeal is based, or if too voluminous, references to materials in the custody of the City.

23.10.7.

The City Manager shall within ten (10) days of receipt of the demand request a date for a hearing which shall be held as soon as possible after the date of the demand for hearing.

23.10.8.

The City Manager shall notify the parties in writing of the time and place of the hearing at least fourteen (14) days prior to the hearing.

23.10.9.

An appeal through this procedure is the exclusive remedy and no such action shall be processed through the grievance procedure under any agreement or memorandum between the City and any employee organization.

23.10.10.

By three (3) days prior to the hearing, each party shall serve a list of witnesses and copies of all exhibits not previously provided on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to reasonable continuance at the discretion of the arbitrator. If new allegations are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the arbitrator.

23.11 Hearing

23.11.1.

The hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the rights to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

23.11.2.

The arbitrator will operate under the rules of proceedings developed by the City and the Association, unless such rules are in conflict with this Section, or the parties to this Agreement mutually agree to revise the rules of proceedings for cases falling under the jurisdiction of this agreement.

23.11.3.

Within thirty (30) days of the conclusion of the hearing, the arbitrator shall render a written decision, which shall be provided to both parties. The decision of the Arbitrator shall be final.

23.12. Arbitrator Selection

23.12.1.

The following procedure shall be used to select, notify, and schedule a hearing to be conducted by an impartial hearing officer under either the grievance procedure (Level IV or V) or the disciplinary appeals procedure for disciplinary actions.

23.12.2.

An arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon an arbitrator within ten (10) working days, the Division of Conciliation of the State of California Department of Industrial Relations shall be requested to submit a list of five (5) arbitrators, and from such the grievant and the City shall promptly select the arbitrator by the alternate striking of names commencing with the employee, from said list.

23.12.3.

Upon receipt of the name of the selected hearing officer, the City Manager shall contact the arbitrator and arrange for the earliest hearing date available with regard to the schedules of the neutral and parties' advocates. Should the neutral's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

23.12.4.

The cost of arbitration, including the arbitrator's fee and cost of a reporter, shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

23.13. Probationary Employee

Nothing in this Section shall create a right of appeal as to the discharge of a probationary employee.

24. No Strikes/No Lockout

24.1

No lockout of employees shall be instituted by the City during the terms of the MOU.

24.2

The Association agrees that during the terms of the MOU neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest a strike, work stoppage, slow down, mass resignation, sick out, strike picketing, or other concerted activities or actions tending to disrupt City services or involve suspension or substantial interference with the normal work of the City.

24.3

In the event that Association members participate in such activities in violation of Section 24.2, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

24.4

In the event that the Association, its representative, or any member of its executive board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 25.2, the City reserves the right to take whatever action is deemed necessary and legal.

25. General Provision

25.1. Integration

This MOU constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in the MOU or not.

25.2 Prior Agreements

It is agreed that the terms and conditions of the MOU itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this MOU shall supersede all earlier proposals, conversations, practices or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to this MOU.

25.3. Other Matters

The parties agree that no agreement was reached on other matters discussed and that the City is not obligated to make any changes or take any action regarding them. The City reserves the right to make organizational changes with notice to the Association.

25.4. Alteration

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

25.5. Severability

If any provision of the MOU is determined to be invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of such provision is restrained by any tribunal, the remainder of this MOU shall not be affected thereby. If any portion of this MOU is so held to be invalid, or if compliance with any provision is restrained, the City is authorized to

take immediate action to achieve compliance with the laws, provided that the City shall give notice to the Association prior to such action and the City shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

25.6. Implementation

The City Council will amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this MOU. The provisions of the MOU, except as provided herein, shall be superseded by City ordinances and resolutions currently in effect for the term of this MOU to the extent that they are inconsistent with the provisions of the MOU.

25.7. Term

Except as set forth in this document, the MOU shall become effective January 1, 2022, following ratification by the Association and adoption by the City Council and shall remain in full force and effect to and including December 31, 2023. The parties agree to begin bargaining for a successor MOU by October 31, 2023.

25.8 Waiver

The waiver by the City or any of its officers or employees or the failure of the City or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such a term, covenant, or condition or subsequent breach of the same, or of any other term, covenant, or condition of this agreement.

25.9. Meetings

During the term of this agreement the City agrees to meet with the representatives of the Association at least bi-annually to discuss areas of mutual concern.

Dated: _____

Martha Guerrero, Mayor
City of West Sacramento

Eric Angle, President
West Sacramento Police Officers'
Association

Mark Bartley, Labor Consultant
Mastagni Law

City of West Sacramento
Benefits Summary

WEST SACRAMENTO POLICE OFFICER'S ASSOCIATION (Sworn)
Police Officers & Police Sergeants
TERM OF AGREEMENT: ~~07/01/2017 — 11/2/131/2022~~ — 12/31/2023

Agency Shop:	Yes
Association Time Bank:	All employees contribute ½ hour of vacation time during the first full pay period that begins in January of each year to an Association Time Bank.
Auto Allowance:	None
Bereavement Leave:	2-4 days depending upon relationship of employee to deceased. Additional 2 days discretionary. See Personnel Rules.
Bilingual Pay:	Employees possessing and utilizing bilingual skills on duty shall receive an additional 5% of their hourly rate of pay. The number of individuals to receive this pay, the languages eligible, and the qualification requirements will be determined by the City.
Call Back:	Paid minimum of 2 hours at 1-1/2 regular rate of pay.
<u>Career Enhancement:</u>	<u>The City will reimburse up to one thousand dollars (\$1000) per fiscal year to all eligible employees (pro-rated for new hires) for materials and fees for career enhancement activities including, but not limited to, job-related classes; classes taken at an accredited college or university in pursuit of a degree; and job-related equipment. Items qualifying for reimbursement include reference books and manuals related to the employee's line of work or approved classes; AV media related to career development; and computer hardware and software and/or other accessories/equipment which can aid the employee in the performance of their job duties and/or advance skills that would enhance job performance, including keyboards, monitors, computer mouse(s)/pointing devices, headsets/earphones, webcams, and printers/printer ink.</u>
Deferred Compensation:	Voluntary.
<u>POST Certificate/Educational Incentive Program & POST Certificates:</u>	<p><u>Upon verification, employees shall receive four percent (4%) of their hourly rate of pay for a Bachelor's degree.</u></p> <p><u>Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for a Master's degree.</u></p> <p><u>Maximum incentive under Educational Incentive Program is six and one-half percent (6.5%).</u></p> <p><u>Upon verification, employees shall receive two percent (2%) of their hourly rate of pay for an Intermediate POST certificate.</u></p> <p><u>Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for an Advanced POST certificate.</u></p> <p><u>Maximum incentive under POST Certificate Incentives is four-point five percent (4.5%). 2% for Intermediate POST certificate/Associate's Degree OR 4% for a Bachelor's Degree; and 2.5% for an Advanced POST certificate. Maximum POST certificate/educational incentive is 6.5%.</u></p> <p><u>The incentives Education Incentive Program and POST Certificate Incentives shall be cumulative and not compounded. The maximum incentive under these sections shall be eleven percent (11%).</u></p>
Fitness Incentive:	\$27.50 per pay period for personnel who meet specified criteria.
FTO Pay:	Additional 5% of their hourly rate of pay for all regular hours worked.

City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Sworn)

~~07/01/2017 – 12/31/2021~~ 1/1/2022 – 12/31/2023

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<p>Holidays:</p>	<p>All members will earn ninety-six (96) hours of holiday time per calendar year (the 10 listed holidays in Section 16.1.1 plus 2 floating holidays) to be used as time off. Members may cash out forty (40) hours annually until December 31, 2020. Holiday time can be taken at any time after it is earned (the pay period in which the holiday occurs or July 1 for floating holidays). Upon separation, employees are <u>members are not only</u> entitled to <u>payout for any unused floating holiday time. There is no any</u> payout for unused holiday time <u>accrued from the 10 listed holidays in Section 16.1.1.</u> (no cash out).</p>
<p>K-9 Pay:</p>	<p>Paid at one-and one-half Officer's regular rate of pay for 30 minutes per day, 7 days per week. City will also reimburse for purchase of dog food, grooming supplies and veterinary expenses for service related injury or illness including routine examinations and vaccinations.</p>
<p>Longevity:</p>	<p>Completion of 10th year of service = 2.5%; Completion of 15th year of service = additional 2.5% for a total of 5.0%.</p> <p><u>Effective 5/1/2019*</u></p> <p>Completion of 10th year of service = 2.5%; Completion of 12th year of service = additional 2.5%; Completion of 15th year of service = additional 2.5% for a total of 7.5%.</p> <p><u>Effective 1/1/2020*</u></p> <p>Completion of 10th year of service = 2.5%; Completion of 12th year of service = additional 2.5%; Completion of 15th year of service = additional 5.0% for a total of 10.0%.</p> <p><u>Sworn employees may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.*If November 2018 tax measure fails to pass, these increases become void.</u></p>
<p>Management Leave:</p>	<p>None</p>

<p>Medical, Dental and Vision Insurance:</p>	<p>All POA employees receive a set dollar amount to purchase benefits (cafeteria plan). Health plans are offered through the CalPERS medical program (PEHMCA) using the unequal, minimum contribution methodology. Dental plan is through Delta Dental PPO. Vision plan is through Vision Service Plan (VSP). The City's contribution to the cafeteria plan for employee only will be equal to cover one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision; for employee plus one, the cafeteria plan will be an amount equal to eighty five percent (85%) of the PORAC plan for employee plus one and eighty five percent (85%) of the employee plus one dental and vision plans; and, for employee plus two or more, the cafeteria plan will be an amount equal to eighty five percent (85%) of the PORAC plan for employee plus two or more and eighty five percent (85%) of the employee plus two or more dental and vision plans. The City supplements the unequal, minimum contribution amount so that the total dollar amount available to an employee for medical, dental, and vision is as follows:</p> <p>01/01/2021: \$846 / \$1,545 / \$1,980</p> <p>These cafeteria amounts are tiered based on employee only, employee plus one and employee plus two or more.</p> <p>Effective the payroll period inclusive of January 1, 2022,</p> <p>€The employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:</p> <ul style="list-style-type: none"> • Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision per month. • Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the cost of employee plus one dental and vision per month. • Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus two or more and eighty-five percent (85%) of the employee plus two or more dental and vision plans per month. <p>In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision.</p>
<p>Medical, Dental and Vision Insurance Share the Savings (Opt Out):</p>	<p>Employees hired before 7/1/18: Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of health care coverage shall receive four hundred, seventy five dollars (\$475). The Share the Savings dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental and vision up to the family rate depending on coverage selected.</p> <p>Employees hired after 6/30/18: Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of health care coverage shall receive four hundred, seventy five dollars (\$475). The Share the Savings dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental and vision up to the employee only rate. Employees can purchase up to the family rate with the opt out funds.</p>

<p>Medical, Dental, and Vision After Retirement:</p>	<p>For employees and retirees hired before 1/1/2002: The City supplements the unequal, minimum contribution amount up to 100% of medical premiums indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. Dental and vision premiums to be paid by the retiree.</p> <p>For employees hired between 12/31/2001 and 06/30/2018: The City supplements the unequal, minimum contribution amount so that the total amount available to the retiree for medical premiums for retirees is as follows:</p> <ul style="list-style-type: none">10-14 years of service = 50% of premiums15-19 years of service = 75% of premiums20 or more years of service = 90% of premiums. <p>These premiums will be paid, indexed to the CalPERS PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. For employees hired after 6/30/2014, the amount is capped at one thousand, two hundred dollars (\$1,200) per month.</p> <p>For employees hired after 6/30/2018: The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). In addition to the PEMHCA minimum, employees will receive the following contributions to their Retiree Health Savings account:</p> <ul style="list-style-type: none">• From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account• After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.• After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.• After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account. <p><u>• Sworn employees may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.</u></p> <p>Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.</p>
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City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Sworn)

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Non-PERSable Retention Pay:	<p><u>Effective the payroll period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum signing bonus of three percent (3%) of annual base pay.</u></p> <p><u>Effective pay period inclusive of July 1, 2023, employees will receive a one-time, non-PERSable lump sum retention payment of three percent (3%) of annual base pay.</u>Effective the payroll period inclusive of July 1, 2021, employees shall receive a one-time, non-PERSable lump sum payment per person in flat dollars equivalent to an additional three percent (3.0%) salary increase.</p>
Off-Duty Court Time:	Paid at 1-1/2 regular rate of pay for a minimum of 4 hours. Applies to hours that are non-contiguous to the employee's regular duty hours.
Officer In Charge:	<u>Additional 5% of their hourly rate of pay for all regular hours worked.</u>
On-Call/Stand-by:	\$4.00 per hour. If called out, paid at 1-1/2 regular rate of pay for a minimum of 2 hours of work.
Overtime Meal Allowance:	An additional 30 minute meal allowance will be provided if overtime exceeds 2 hours
Overtime:	<p>1-1/2 times regular rate of pay (either 8, 9 or 10 hour days). Overtime to be taken in cash or CTO. All accrued CTO to be paid off at termination at regular rate of pay. CTO not to accrue in excess of 140 hours.</p> <p><u>An employee may only use or cash out compensatory time off during the calendar year in which it is earned. All accrued and unused compensatory time off balances will be cashed out on the last pay date of each calendar year so that the employee's compensatory time off account is reduced to a zero balance. No unused compensatory time off hours may be carried over to a subsequent calendar year. No compensatory time off can be elected for overtime worked during the last pay period of the calendar year.</u></p>
Probationary Period:	Entry Level: Eighteen months at discretion of the Chief of Police. Laterals: Twelve months at discretion of the Chief of Police.
Retiree Health Savings:	The City shall contribute \$15 per pay period on behalf of each employee hired before 7/1/2018 to the VantageCare Retiree Health Savings plan. The Association may set or adjust the employee contribution amount annually by November 15 th .

City of West Sacramento

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West Sacramento Police Officer's Association (Sworn)

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Retirement:	<p>For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, the retirement formula will be 2.7% @ 57 in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA). Employee pays entire employee contribution as determined by CalPERS on a pre-tax basis. This tier includes 3 year final compensation.</p> <p>For employees hired between October 8, 2011, and December 31, 2012, or classic members as defined by CalPERS, the retirement formula will be 3% @ 55; employee pays entire 9% of employee's contribution on a pre-tax basis. This tier includes 3 year final compensation. These employees also pay 4.325% to cost share for the 3% @ 55 formula on a pre-tax basis.</p> <p>For employees hired before October 8, 2011, the retirement formula will be 3% @ 50; employee pays entire 9% of employee's contribution on a pre-tax basis. This tier includes 1 year final compensation. These employees also pay 4.325% to share in the cost of the 3% @ 50 formula on a pre-tax basis.</p> <p>All tiers include 1959 Survivor's Benefit – 4th level; City pays \$2.00 per month for benefit; enhanced Non-Job Related Disability options; and unused sick leave credit.</p> <p>New employees covered by a public retirement system with reciprocity (i.e., 37 Act), will be placed in the 3% @ 55 plan, in accordance with PEPRA.</p>
Safety Equipment:	Department issued.

City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Sworn)

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<p>Salary Increases:</p>	<p><u>Effective the first payroll period after ratification and approval by the City Council, employees shall receive a general salary increase of three percent (3.0%).</u></p> <p><u>Effective the first pay period after ratification and approval by the City Council, the following classifications shall receive an equity adjustment as follows:</u></p> <p><u>Police Officer 2.00%</u> <u>Police Sergeant 2.00%</u></p> <p><u>Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum, payment retroactive to January 1, 2022 which equates to three percent (3%) of annual base pay.</u></p> <p><u>Effective pay period inclusive of January 1, 2023, employees shall receive a general salary increase of three percent (3.0%).</u></p> <p><u>Effective pay period inclusive of January 1, 2023, the following classifications shall receive an equity adjustment as follows:</u></p> <p><u>Police Officer 1%</u> <u>Police Sergeant 1%</u> <u>Effective the first pay period after ratification and approval by the City Council of Amendment No. 1, employees shall receive a general salary increase of one percent (1.0%).</u></p> <p><u>Effective the first pay period after ratification and approval by the City Council of Amendment No. 1, employees shall receive a one-time lump sum payment equivalent to a general salary increase of one percent (1%) from January 1, 2021, to the first pay period after ratification and approval by the City Council.</u></p>
<p>Police Liaison Officer:</p>	<p>Additional 5% of their hourly rate of pay for all regular hours worked.</p>
<p>Sick Leave:</p>	<p>12 days per year. Unlimited accumulation. Up to 50% payoff of hours at separation rate of pay at retirement, layoff or death and remaining hours reported to CalPERS as additional service credit – OR – 100% of hours to be reported to CalPERS as additional service credit.</p>
<p>Standard Work Schedule:</p>	<p>For all full-time employees, the standard work day shall be from eight (8) to twelve and one-half (12-1/2) hours of work performed, not including any unpaid non-work time, as determined by the Chief of Police.</p>
<p>Unfunded Liability:</p>	<p>All employees contribute \$10 per month to be used to reduce the unfunded liability for retiree medical.</p>
<p>Uniform Allowance:</p>	<p>When hired, an employee shall be directed to the appropriate vendor(s) where they will obtain the required uniforms and/or equipment, which will be paid for by the City directly to the vendor(s).</p>

City of West Sacramento

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West Sacramento Police Officer's Association (Sworn)

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Vacation:	<p>1-5 yrs = 10 days; 6-10 yrs = 15 days; 11-19 yrs = 20 days; 20+ yrs - 25 days. Effective 7/1/2014, maximum accumulation to 19 years of service = 240 hours per year; maximum accumulation 20+ years of service = 300 hours per year. Total payoff at separation.</p> <p><u>Sworn employees may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.</u></p> <p><u>Annually through December 31, 2023, eligible employees will have the opportunity to sell back unused accrued vacation hours. To be eligible for the vacation sell back program, the employee must use a minimum of 40 hours of accrued leave time (not including sick leave or paid holidays) in the calendar year and submit a request form by December of that calendar year, which will be paid in January of the following year. Eligible employees may sell back up to 80 hours of accrued vacation time in the second pay period of January each calendar year. The decision by an employee to cash out vacation hours is irrevocable. The hours shall be converted to a dollar amount based on the employee's regular rate of pay at the time of buy back.</u></p>
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Employees in this group should refer to the City Personnel Rules or Memorandum of Understanding for further information on Employer/Employee relations, personnel practices, and terms and conditions of employment.

**City of West Sacramento
Benefits Summary**

WEST SACRAMENTO POLICE OFFICER'S ASSOCIATION (Civilian)
Police Records Technician I/II/Senior, Community Services Officer I/II/Senior,
Code Enforcement Officer I/II/Senior, Crime Scene Investigator I/II/III,
Property & Evidence Technician I/II, Youth Counselor, Crime Analyst I/II/Senior, Police Services Coordinator
TERM OF AGREEMENT: 01/01/2022 - 12/31/2023

Agency Shop:	Yes.
Alternate Work Schedule:	Alternate work schedule of 4-10 or 9-80 as approved by the Chief.
Association Time Bank:	All employees contribute ½ hour of vacation time during the first full payperiod that begins in January of each year to an Association Time Bank.
Auto Allowance:	None
Bereavement Leave:	2-4 days depending upon relationship of employee to deceased. Additional 2 days discretionary. See Personnel Rules.
Bilingual Pay:	Employees possessing and utilizing bilingual skills on duty shall receive an additional 5% of their hourly rate of pay. The number of individuals to receive this pay, the languages eligible, and the qualification requirements will be determined by the City.
Call Back:	Paid minimum of 2 hours at 1-1/2 regular rate of pay.
Career Enhancement:	The City will reimburse up to one thousand dollars (\$1000) per fiscal year to all eligible employees (pro-rated for new hires) for materials and fees for career enhancement activities including, but not limited to, job-related classes; classes taken at an accredited college or university in pursuit of a degree; and job-related equipment. Items qualifying for reimbursement include reference books and manuals related to the employee's line of work or approved classes; AV media related to career development; and computer hardware and software and/or other accessories/equipment which can aid the employee in the performance of their job duties and/or advance skills that would enhance job performance, including keyboards, monitors, computer mouse(s)/pointing devices, headsets/earphones, webcams, and printers/printer ink.
Deferred Compensation:	Voluntary
Educational Incentive Program:	2.5% for Associate's Degree OR 4% for a Bachelor's Degree; and 2.5% for a Master's Degree. Maximum educational incentive is 6.5%.
Fitness Center:	All civilian employees may workout at the department or the City's recreation facility at no cost.
Holidays:	All members earn 96 hours of holiday time per calendar year (10 listed holidays plus 2 floating holidays) to be used as time off. The holiday time can be taken at any time after it is earned (the pay period in which the holiday occurs or July 1 for floating holidays). Upon separation, employees are only entitled to payout for any unused floating holiday time. There is no payout for unused holiday time accrued from the 10 listed holidays in Section 16.1.1. (no cash out).
Longevity:	Completion of 10 th year of service = 2.5%; Completion of 15 th year of service = additional 2.5% for total of 5%.
Long-Term Disability:	Voluntary
Management Leave:	None
Meal Allowance:	An additional 30-minute meal allowance will be provided if overtime exceeds 2 hours.

<p>Medical and Dental After Retirement:</p>	<p>For employees and retirees hired before 7/1/2018: The premiums will be paid, indexed to the CalPERS PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.</p> <p>10-14 years of service = \$50 + 25% of premiums 15-19 years of service = \$75 + 30% of premiums 20 or more years of service = \$100 + 50% of premiums Benefit never to exceed 75% of total premium or seven hundred fifty dollars (\$750), whichever is less.</p> <p>For employees hired after 6/30/2018: The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). In addition to the PEMHCA minimum, employees will receive the following contributions to their Retiree Health Savings account:</p> <ul style="list-style-type: none">• From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account• After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.• After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.• After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account. <p>Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.</p>
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City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Civilian)

01/01/2022 – 12/31/2023

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<p>Medical, Dental, Life and Vision Insurance:</p>	<p>All POA employees receive a set dollar amount to purchase benefits (cafeteria plan). Health plans are offered through the CalPERS medical program (PEHMCA) using the unequal, minimum contribution methodology. Dental plan is through Delta Dental. Vision plan is through Vision Service Plan (VSP). The life insurance is a \$16,000 term life insurance with \$1,000 coverage for a spouse and children aged 6 months to 23 years, and \$100 coverage for children aged 14 days to 6 months.</p> <p>The employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:</p> <ul style="list-style-type: none"> • Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision per month. • Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the cost of employee plus one dental and vision per month. • Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus two or more and eighty-five percent (85%) of the employee plus two or more dental and vision plans per month. <p>In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision.</p>
<p>Medical, Dental and Vision Insurance Share the Savings (Opt Out):</p>	<p>Employees hired before 7/1/18: Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of health care coverage shall receive four hundred seventy five dollars (\$475) per month. The Share the Savings dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental, vision and life insurance up to the family rate depending on coverage selected.</p> <p>Employees hired after 6/30/18: Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of health care coverage shall receive four hundred, seventy five (\$475). The Share the Savings dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental and vision up to the employee only rate. Employees can purchase up to the family rate with the opt out funds.</p>
<p>Non-PERSable Retention Pay:</p>	<p>Effective the payroll period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum signing bonus of three percent (3%) of annual base pay.</p> <p>Effective pay period inclusive of July 1, 2023, employees will receive a one-time, non-PERSable lump sum retention payment of three percent (3%) of annual base pay.</p>
<p>Off-Duty Court Time:</p>	<p>Paid at 1-1/2 regular rate of pay for a minimum of 4 hours. Applies to hours that are non-contiguous to the employee's regular duty hours.</p>
<p>On-Call/Stand-by:</p>	<p>\$4.00 per hour. If called out, paid at 1-1/2 regular rate of pay for a minimum of 2 hours of work.</p>

City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Civilian)

01/01/2022 – 12/31/2023

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<p>Overtime:</p>	<p>1-1/2 times regular rate of pay (either 8, 9 or 10 hour days). Overtime to be taken in cash or CTO. CTO not to accrue in excess of 80 hours. All accrued CTO to be paid off at termination.</p> <p>An employee may only use or cash out compensatory time off during the calendar year in which it is earned. All accrued and unused compensatory time off balances will be cashed out on the last pay date of each calendar year so that the employee's compensatory time off account is reduced to a zero balance. No unused compensatory time off hours may be carried over to a subsequent calendar year. No compensatory time off can be elected for overtime worked during the last pay period of the calendar year.</p>
<p>Probationary Period:</p>	<p>12 months.</p>
<p>Records Trainer Differential:</p>	<p>A Records Trainer, while actually training a new Police Records Technician for the Department will be compensated an additional 5% of their hourly rate of pay for every training day. Record Trainers are expected to perform their training duties during their normal tour of duty and will not receive overtime for training duties unless specifically authorized by the Chief of Police or their designee. A Records Trainer called upon to act in the capacity of a supervisor will be compensated an additional 5% of their hourly rate of pay after working one (1) regular work shift (eight (8), nine (9) or ten (10) consecutive hours) in the supervisory capacity. During these periods, the Records Trainer will have the same authority and responsibility as the supervisor they replace. The Records Trainer training compensation will not be compounded with the supervisory compensation.</p>
<p>Code Enforcement Officer Trainer Differential:</p>	<p>A Code Enforcement Officer Trainer, while actually training a new Code Enforcement Officer for the Department will be compensated an additional 5% of their hourly rate of pay for every training day. Code Enforcement Officer Trainers are expected to perform their training duties during their normal tour of duty and will not receive overtime for training duties unless specifically authorized by the Director of Community Development or their designee.</p>
<p>Retiree Health Savings:</p>	<p>The City shall contribute \$15 per pay period on behalf of each employee hired before 7/1/2018 to the VantageCare Retiree Health Savings plan. The Association may set or adjust the employee contribution amount annually by November 15th.</p>
<p>Retirement:</p>	<p>For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, the retirement formula will be 2% @ 62 in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA) and includes highest thirty-six months for final compensation determination and Unused Sick Leave Credit. Employee pays entire contribution as determined by CalPERS on a pre-tax basis.</p> <p>For employees hired between February 11, 2012, and December 31, 2012, or classic members as defined by CalPERS, the retirement formula shall be the 2% @ 60 formula, highest thirty-six months for final compensation determination, 3rd level of the 1959 Survivor Benefit, Military Service Credit as Public Service, and Unused Sick Leave Credit. Employee pays entire 7% employee contribution on a pre-tax basis.</p> <p>For employees hired before February 11, 2012, the retirement formula shall be the 2.5% @ 55 plan, includes highest thirty-six months for final compensation determination, 1959 Survivor's Benefit (3rd Level) and Unused Sick Leave Credit. Employee pays entire 8% employee contribution on a pre-tax basis.</p> <p>New employees covered by a public retirement system with reciprocity (i.e., 37 Act), will be placed in the 2% @ 60 plan, in accordance with PEPRA..</p>
<p>Safety Equipment:</p>	<p>Department issue</p>

City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Civilian)

01/01/2022 – 12/31/2023

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<p>Salary Increases:</p>	<p>Effective the first payroll period after ratification and approval by the City Council, employees shall receive a general salary increase of three percent (3.0%).</p> <p>Effective the first pay period after ratification and approval by the City Council, the following classifications shall receive an equity adjustment as follows:</p> <table data-bbox="495 485 950 800"> <tr> <td>Community Services Officer I</td> <td>4.27%</td> </tr> <tr> <td>Community Services Officer II</td> <td>6.00%</td> </tr> <tr> <td>Crime Analyst II</td> <td>8.40%</td> </tr> <tr> <td>Crime Scene Investigator I</td> <td>2.00%</td> </tr> <tr> <td>Crime Scene Investigator II</td> <td>2.00%</td> </tr> <tr> <td>Crime Scene Investigator III</td> <td>2.00%</td> </tr> <tr> <td>Police Records Technician II</td> <td>3.47%</td> </tr> <tr> <td>Police Services Coordinator</td> <td>7.71%</td> </tr> </table> <p>Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum, payment retroactive to January 1, 2022 which equates to three percent (3%) of annual base pay.</p> <p>Effective pay period inclusive of January 1, 2023, employees shall receive a general salary increase of three percent (3.0%).</p>	Community Services Officer I	4.27%	Community Services Officer II	6.00%	Crime Analyst II	8.40%	Crime Scene Investigator I	2.00%	Crime Scene Investigator II	2.00%	Crime Scene Investigator III	2.00%	Police Records Technician II	3.47%	Police Services Coordinator	7.71%
Community Services Officer I	4.27%																
Community Services Officer II	6.00%																
Crime Analyst II	8.40%																
Crime Scene Investigator I	2.00%																
Crime Scene Investigator II	2.00%																
Crime Scene Investigator III	2.00%																
Police Records Technician II	3.47%																
Police Services Coordinator	7.71%																
<p>Shift Differential:</p>	<p>Paid additional 5% of hourly rate of pay if ½ of work period is before regular shift starts or after regular shift ends.</p>																
<p>Sick Leave:</p>	<p>12 days per year. Unlimited accumulation. Up to 50% payoff of hours at separation rate of pay at retirement, layoff or death and remaining hours reported to CalPERS as additional service credit – OR – 100% of hours to be reported to CalPERS as additional service credit.</p>																
<p>Unfunded Liability:</p>	<p>Employee contributes \$10 per month to be used to reduce the unfunded liability for retiree medical.</p>																
<p>Uniform Allowance:</p>	<p>When hired, an employee shall be directed to the appropriate vendor(s) where they will obtain the required uniforms and/or equipment, which will be paid for by the City directly to the vendor(s).</p>																
<p>Vacation:</p>	<p>1-5 yrs = 10 days; 6-10 yrs = 15 days; 11-19 yrs = 20 days; 20+ yrs - 25 days. Effective 7/1/2014, maximum accumulation to 19 years of service = 240 hours per year; maximum accumulation 20+ years of service = 300 hours per year. Total payoff at separation.</p> <p>Annually through December 31, 2023, eligible employees will have the opportunity to sell back unused accrued vacation hours. To be eligible for the vacation sell back program, the employee must use a minimum of 40 hours of accrued leave time (not including sick leave or paid holidays) in the calendar year and submit a request form by December of that calendar year, which will be paid in January of the following year. Eligible employees may sell back up to 80 hours of accrued vacation time in the second pay period of January each calendar year. The decision by an employee to cash out vacation hours is irrevocable. The hours shall be converted to a dollar amount based on the employee's regular rate of pay at the time of buy back.</p>																

Employees in this group should refer to the City Personnel Rules or Memorandum of Understanding for further information on Employer/Employee relations, personnel practices, and terms and conditions of employment.

City of West Sacramento
Benefits Summary

WEST SACRAMENTO POLICE OFFICER'S ASSOCIATION (Sworn)
Police Officers & Police Sergeants
TERM OF AGREEMENT: 1/1/2022 – 12/31/2023

Agency Shop:	Yes
Association Time Bank:	All employees contribute ½ hour of vacation time during the first full pay period that begins in January of each year to an Association Time Bank.
Auto Allowance:	None
Bereavement Leave:	2-4 days depending upon relationship of employee to deceased. Additional 2 days discretionary. See Personnel Rules.
Bilingual Pay:	Employees possessing and utilizing bilingual skills on duty shall receive an additional 5% of their hourly rate of pay. The number of individuals to receive this pay, the languages eligible, and the qualification requirements will be determined by the City.
Call Back:	Paid minimum of 2 hours at 1-1/2 regular rate of pay.
Career Enhancement:	The City will reimburse up to one thousand dollars (\$1000) per fiscal year to all eligible employees (pro-rated for new hires) for materials and fees for career enhancement activities including, but not limited to, job-related classes; classes taken at an accredited college or university in pursuit of a degree; and job-related equipment. Items qualifying for reimbursement include reference books and manuals related to the employee's line of work or approved classes; AV media related to career development; and computer hardware and software and/or other accessories/equipment which can aid the employee in the performance of their job duties and/or advance skills that would enhance job performance, including keyboards, monitors, computer mouse(s)/pointing devices, headsets/earphones, webcams, and printers/printer ink.
Deferred Compensation:	Voluntary.
Educational Incentive Program & POST Certificates:	<p>Upon verification, employees shall receive four percent (4%) of their hourly rate of pay for a Bachelor's degree.</p> <p>Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for a Master's degree.</p> <p>Maximum incentive under Educational Incentive Program is six and one-half percent (6.5%).</p> <p>Upon verification, employees shall receive two percent (2%) of their hourly rate of pay for an Intermediate POST certificate.</p> <p>Upon verification, employees shall receive an additional two and one-half percent (2.5%) of their hourly rate of pay for an Advanced POST certificate.</p> <p>Maximum incentive under POST Certificate Incentives is four-point five percent (4.5%).</p> <p>The incentives Education Incentive Program and POST Certificate Incentives shall be cumulative and not compounded. The maximum incentive under these sections shall be eleven percent (11%).</p>
Fitness Incentive:	\$27.50 per pay period for personnel who meet specified criteria.
FTO Pay:	Additional 5% of their hourly rate of pay for all regular hours worked.

Holidays:	All members will earn ninety-six (96) hours of holiday time per calendar year (the 10 listed holidays in Section 16.1.1 plus 2 floating holidays) to be used as time off. Holiday time can be taken at any time after it is earned (the pay period in which the holiday occurs or July 1 for floating holidays). Upon separation, employees are only entitled to payout for any unused floating holiday time. There is no payout for unused holiday time accrued from the 10 listed holidays in Section 16.1.1. (no cash out).
K-9 Pay:	Paid at one-and one-half Officer's regular rate of pay for 30 minutes per day, 7 days per week. City will also reimburse for purchase of dog food, grooming supplies and veterinary expenses for service related injury or illness including routine examinations and vaccinations.
Longevity:	<p>Completion of 10th year of service = 2.5%; Completion of 12th year of service = additional 2.5%; Completion of 15th year of service = additional 5.0% Total of 10.0%.</p> <p>Sworn employees may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.</p>
Management Leave:	None
Medical, Dental and Vision Insurance:	<p>All POA employees receive a set dollar amount to purchase benefits (cafeteria plan). Health plans are offered through the CalPERS medical program (PEHMCA) using the unequal, minimum contribution methodology. Dental plan is through Delta Dental PPO. Vision plan is through Vision Service Plan (VSP).</p> <p>The employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:</p> <ul style="list-style-type: none"> • Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision per month. • Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the cost of employee plus one dental and vision per month. • Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus two or more and eighty-five percent (85%) of the employee plus two or more dental and vision plans per month. <p>In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision.</p>

City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Sworn)

1/1/2022 – 12/31/2023

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<p>Medical, Dental and Vision Insurance Share the Savings (Opt Out):</p>	<p><u>Employees hired before 7/1/18:</u> Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of health care coverage shall receive four hundred, seventy five dollars (\$475). The Share the Savings dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental and vision up to the family rate depending on coverage selected.</p> <p><u>Employees hired after 6/30/18:</u> Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of health care coverage shall receive four hundred, seventy five dollars (\$475). The Share the Savings dollars may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law. In addition, the City will pay 100% of the premiums for dental and vision up to the employee only rate. Employees can purchase up to the family rate with the opt out funds.</p>
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<p>Medical, Dental, and Vision After Retirement:</p>	<p>For employees and retirees hired before 1/1/2002: The City supplements the unequal, minimum contribution amount up to 100% of medical premiums indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. Dental and vision premiums to be paid by the retiree.</p> <p>For employees hired between 12/31/2001 and 06/30/2018: The City supplements the unequal, minimum contribution amount so that the total amount available to the retiree for medical premiums for retirees is as follows:</p> <p style="padding-left: 40px;">10-14 years of service = 50% of premiums</p> <p style="padding-left: 40px;">15-19 years of service = 75% of premiums</p> <p style="padding-left: 40px;">20 or more years of service = 90% of premiums.</p> <p>These premiums will be paid, indexed to the CalPERS PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. For employees hired after 6/30/2014, the amount is capped at one thousand, two hundred dollars (\$1,200) per month.</p> <p>For employees hired after 6/30/2018: The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). In addition to the PEMHCA minimum, employees will receive the following contributions to their Retiree Health Savings account:</p> <ul style="list-style-type: none"> • From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account • After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account. • After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account. • After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account. <p>Sworn employees may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.</p> <p>Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.</p>
<p>Non-PERSable Retention Pay:</p>	<p>Effective the payroll period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum signing bonus of three percent (3%) of annual base pay.</p> <p>Effective pay period inclusive of July 1, 2023, employees will receive a one-time, non-PERSable lump sum retention payment of three percent (3%) of annual base pay.</p>
<p>Off-Duty Court Time:</p>	<p>Paid at 1-1/2 regular rate of pay for a minimum of 4 hours. Applies to hours that are non-contiguous to the employee's regular duty hours.</p>
<p>Officer In Charge:</p>	<p>Additional 5% of their hourly rate of pay for all regular hours worked.</p>
<p>On-Call/Stand-by:</p>	<p>\$4.00 per hour. If called out, paid at 1-1/2 regular rate of pay for a minimum of 2 hours of work.</p>

Overtime Meal Allowance:	An additional 30 minute meal allowance will be provided if overtime exceeds 2 hours
Overtime:	<p>1-1/2 times regular rate of pay (either 8, 9 or 10 hour days). Overtime to be taken in cash or CTO. All accrued CTO to be paid off at termination at regular rate of pay. CTO not to accrue in excess of 140 hours.</p> <p>An employee may only use or cash out compensatory time off during the calendar year in which it is earned. All accrued and unused compensatory time off balances will be cashed out on the last pay date of each calendar year so that the employee's compensatory time off account is reduced to a zero balance. No unused compensatory time off hours may be carried over to a subsequent calendar year. No compensatory time off can be elected for overtime worked during the last pay period of the calendar year.</p>
Probationary Period:	<p>Entry Level: Eighteen months at discretion of the Chief of Police.</p> <p>Laterals: Twelve months at discretion of the Chief of Police.</p>
Retiree Health Savings:	The City shall contribute \$15 per pay period on behalf of each employee hired before 7/1/2018 to the VantageCare Retiree Health Savings plan. The Association may set or adjust the employee contribution amount annually by November 15 th .
Retirement:	<p>For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, the retirement formula will be 2.7% @ 57 in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA). Employee pays entire employee contribution as determined by CalPERS on a pre-tax basis. This tier includes 3 year final compensation.</p> <p>For employees hired between October 8, 2011, and December 31, 2012, or classic members as defined by CalPERS, the retirement formula will be 3% @ 55; employee pays entire 9% of employee's contribution on a pre-tax basis. This tier includes 3 year final compensation. These employees also pay 4.325% to cost share for the 3% @ 55 formula on a pre-tax basis.</p> <p>For employees hired before October 8, 2011, the retirement formula will be 3% @ 50; employee pays entire 9% of employee's contribution on a pre-tax basis. This tier includes 1 year final compensation. These employees also pay 4.325% to share in the cost of the 3% @ 50 formula on a pre-tax basis.</p> <p>All tiers include 1959 Survivor's Benefit – 4th level; City pays \$2.00 per month for benefit; enhanced Non-Job Related Disability options; and unused sick leave credit.</p> <p>New employees covered by a public retirement system with reciprocity (i.e., 37 Act), will be placed in the 3% @ 55 plan, in accordance with PEPRA.</p>
Safety Equipment:	Department issued.

<p>Salary Increases:</p>	<p>Effective the first payroll period after ratification and approval by the City Council, employees shall receive a general salary increase of three percent (3.0%).</p> <p>Effective the first pay period after ratification and approval by the City Council, the following classifications shall receive an equity adjustment as follows:</p> <p>Police Officer 2.00%</p> <p>Police Sergeant 2.00%</p> <p>Retroactivity of 2022 GSI and Equity Adjustments: Effective the first pay period after ratification and approval by the City Council, employees will receive a one-time, non-PERSable lump sum, payment retroactive to January 1, 2022 which equates to three percent (3%) of annual base pay.</p> <p>Effective pay period inclusive of January 1, 2023, employees shall receive a general salary increase of three percent (3.0%).</p> <p>Effective pay period inclusive of January 1, 2023, the following classifications shall receive an equity adjustment as follows:</p> <p>Police Officer 1%</p> <p>Police Sergeant 1%</p>
<p>Police Liaison Officer:</p>	<p>Additional 5% of their hourly rate of pay for all regular hours worked.</p>
<p>Sick Leave:</p>	<p>12 days per year. Unlimited accumulation. Up to 50% payoff of hours at separation rate of pay at retirement, layoff or death and remaining hours reported to CalPERS as additional service credit – OR – 100% of hours to be reported to CalPERS as additional service credit.</p>
<p>Standard Work Schedule:</p>	<p>For all full-time employees, the standard work day shall be from eight (8) to twelve and one-half (12-1/2) hours of work performed, not including any unpaid non-work time, as determined by the Chief of Police.</p>
<p>Unfunded Liability:</p>	<p>All employees contribute \$10 per month to be used to reduce the unfunded liability for retiree medical.</p>
<p>Uniform Allowance:</p>	<p>When hired, an employee shall be directed to the appropriate vendor(s) where they will obtain the required uniforms and/or equipment, which will be paid for by the City directly to the vendor(s).</p>

City of West Sacramento

Benefits Summary

West Sacramento Police Officer's Association (Sworn)

1/1/2022 – 12/31/2023

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Vacation:	<p>1-5 yrs = 10 days; 6-10 yrs = 15 days; 11-19 yrs = 20 days; 20+ yrs - 25 days. Effective 7/1/2014, maximum accumulation to 19 years of service = 240 hours per year; maximum accumulation 20+ years of service = 300 hours per year. Total payoff at separation.</p> <p>Sworn employees may have prior years of qualifying service included in their City years of service if they previously worked in a sworn capacity with a POST participating agency. Prior years of service must be verified by submitting a copy of POST Profile. Additional documentation may be requested if necessary.</p> <p>Annually through December 31, 2023, eligible employees will have the opportunity to sell back unused accrued vacation hours. To be eligible for the vacation sell back program, the employee must use a minimum of 40 hours of accrued leave time (not including sick leave or paid holidays) in the calendar year and submit a request form by December of that calendar year, which will be paid in January of the following year. Eligible employees may sell back up to 80 hours of accrued vacation time in the second pay period of January each calendar year. The decision by an employee to cash out vacation hours is irrevocable. The hours shall be converted to a dollar amount based on the employee's regular rate of pay at the time of buy back.</p>
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Employees in this group should refer to the City Personnel Rules or Memorandum of Understanding for further information on Employer/Employee relations, personnel practices, and terms and conditions of employment.

**City of West Sacramento
2022/2023 Classification Plan**

FOR EMPLOYEES HIRED AFTER 06/30/2018 & PROMOTED AFTER 7/1/2022												
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL SALARY	
		A	B	C	D	E	F	G	H	I	MINIMUM	MAXIMUM
Code Enforcement Officer I	1/1/23	\$4,408	\$4,518	\$4,631	\$4,747	\$4,866	\$4,988	\$5,113	\$5,241	\$5,372	\$52,896	\$64,464
Code Enforcement Officer II	1/1/23	\$4,873	\$4,995	\$5,120	\$5,248	\$5,379	\$5,513	\$5,651	\$5,792	\$5,937	\$58,476	\$71,244
Code Enforcement Officer, Senior	1/1/23	\$5,383	\$5,518	\$5,656	\$5,797	\$5,942	\$6,091	\$6,243	\$6,399	\$6,559	\$64,596	\$78,708
Community Services Officer I	1/1/23	\$3,763	\$3,857	\$3,953	\$4,052	\$4,153	\$4,257	\$4,363	\$4,472	\$4,584	\$45,156	\$55,008
Community Services Officer II	1/1/23	\$4,216	\$4,321	\$4,429	\$4,540	\$4,653	\$4,769	\$4,888	\$5,010	\$5,135	\$50,592	\$61,620
Community Services Officer, Senior	1/1/23	\$4,720	\$4,838	\$4,959	\$5,083	\$5,210	\$5,340	\$5,473	\$5,610	\$5,750	\$56,640	\$69,000
Crime Analyst I	1/1/23	\$5,448	\$5,584	\$5,724	\$5,867	\$6,014	\$6,164	\$6,318	\$6,476	\$6,638	\$65,376	\$79,656
Crime Analyst II	1/1/23	\$6,190	\$6,345	\$6,504	\$6,667	\$6,834	\$7,005	\$7,180	\$7,359	\$7,543	\$74,280	\$90,516
Crime Analyst, Senior	1/1/23	\$6,921	\$7,094	\$7,271	\$7,453	\$7,639	\$7,830	\$8,026	\$8,227	\$8,433	\$83,052	\$101,196
Crime Scene Investigator I	1/1/23	\$4,526	\$4,639	\$4,755	\$4,874	\$4,996	\$5,121	\$5,249	\$5,380	\$5,515	\$54,312	\$66,180
Crime Scene Investigator II	1/1/23	\$5,033	\$5,159	\$5,288	\$5,420	\$5,555	\$5,694	\$5,836	\$5,982	\$6,132	\$60,396	\$73,584
Crime Scene Investigator III	1/1/23	\$5,501	\$5,639	\$5,780	\$5,925	\$6,073	\$6,225	\$6,381	\$6,541	\$6,705	\$66,012	\$80,460
Police Officer	1/1/23	\$6,940	\$7,113	\$7,291	\$7,473	\$7,660	\$7,852	\$8,048	\$8,249	\$8,455	\$83,280	\$101,460
Police Records Technician I	1/1/23	\$3,607	\$3,697	\$3,789	\$3,884	\$3,981	\$4,081	\$4,183	\$4,288	\$4,395	\$43,284	\$52,740
Police Records Technician II	1/1/23	\$3,977	\$4,076	\$4,178	\$4,282	\$4,389	\$4,499	\$4,611	\$4,726	\$4,844	\$47,724	\$58,128
Police Records Technician, Senior	1/1/23	\$4,373	\$4,482	\$4,594	\$4,709	\$4,827	\$4,948	\$5,072	\$5,199	\$5,329	\$52,476	\$63,948
Police Sergeant	1/1/23	\$8,509	\$8,722	\$8,940	\$9,163	\$9,392	\$9,627	\$9,868	\$10,115	\$10,368	\$102,108	\$124,416
Police Services Coordinator	1/1/23	\$4,721	\$4,839	\$4,960	\$5,084	\$5,211	\$5,341	\$5,475	\$5,612	\$5,752	\$56,652	\$69,024
Property & Evidence Technician I	1/1/23	\$4,054	\$4,155	\$4,259	\$4,365	\$4,474	\$4,586	\$4,701	\$4,819	\$4,939	\$48,648	\$59,268
Property & Evidence Technician II	1/1/23	\$4,460	\$4,571	\$4,685	\$4,802	\$4,922	\$5,045	\$5,171	\$5,300	\$5,433	\$53,520	\$65,196
Youth Counselor	1/1/23	\$5,584	\$5,724	\$5,867	\$6,014	\$6,164	\$6,318	\$6,476	\$6,638	\$6,804	\$67,008	\$81,648

FOR EMPLOYEES HIRED BEFORE 07/01/2018												
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY					
		A	B	C	D	E	MINIMUM	MAXIMUM				
Code Enforcement Officer I	1/1/23	\$4,419	\$4,640	\$4,872	\$5,116	\$5,372	\$53,028	\$64,464				
Code Enforcement Officer II	1/1/23	\$4,885	\$5,129	\$5,385	\$5,654	\$5,937	\$58,620	\$71,244				
Code Enforcement Officer, Senior	1/1/23	\$5,397	\$5,667	\$5,950	\$6,247	\$6,559	\$64,764	\$78,708				
Community Services Officer I	1/1/23	\$3,771	\$3,960	\$4,158	\$4,366	\$4,584	\$45,252	\$55,008				
Community Services Officer II	1/1/23	\$4,224	\$4,435	\$4,657	\$4,890	\$5,135	\$50,688	\$61,620				
Community Services Officer, Senior	1/1/23	\$4,730	\$4,967	\$5,215	\$5,476	\$5,750	\$56,760	\$69,000				
Crime Analyst I	1/1/23	\$5,461	\$5,734	\$6,021	\$6,322	\$6,638	\$65,532	\$79,656				
Crime Analyst II	1/1/23	\$6,206	\$6,516	\$6,842	\$7,184	\$7,543	\$74,472	\$90,516				
Crime Analyst, Senior	1/1/23	\$6,938	\$7,285	\$7,649	\$8,031	\$8,433	\$83,256	\$101,196				
Crime Scene Investigator I	1/1/23	\$4,537	\$4,764	\$5,002	\$5,252	\$5,515	\$54,444	\$66,180				
Crime Scene Investigator II	1/1/23	\$5,045	\$5,297	\$5,562	\$5,840	\$6,132	\$60,540	\$73,584				
Crime Scene Investigator III	1/1/23	\$5,516	\$5,792	\$6,082	\$6,386	\$6,705	\$66,192	\$80,460				
Police Officer	1/1/23	\$6,956	\$7,304	\$7,669	\$8,052	\$8,455	\$83,472	\$101,460				
Police Records Technician I	1/1/23	\$3,616	\$3,797	\$3,987	\$4,186	\$4,395	\$43,392	\$52,740				
Police Records Technician II	1/1/23	\$3,985	\$4,184	\$4,393	\$4,613	\$4,844	\$47,820	\$58,128				
Police Records Technician, Senior	1/1/23	\$4,384	\$4,603	\$4,833	\$5,075	\$5,329	\$52,608	\$63,948				
Police Sergeant	1/1/23	\$8,530	\$8,956	\$9,404	\$9,874	\$10,368	\$102,360	\$124,416				
Police Services Coordinator	1/1/23	\$4,732	\$4,969	\$5,217	\$5,478	\$5,752	\$56,784	\$69,024				
Property & Evidence Technician I	1/1/23	\$4,064	\$4,267	\$4,480	\$4,704	\$4,939	\$48,768	\$59,268				
Property & Evidence Technician II	1/1/23	\$4,470	\$4,693	\$4,928	\$5,174	\$5,433	\$53,640	\$65,196				
Youth Counselor	1/1/23	\$5,597	\$5,877	\$6,171	\$6,480	\$6,804	\$67,164	\$81,648				

City of West Sacramento
2022/2023 Classification Plan

FOR EMPLOYEES HIRED AFTER 06/30/2018 & PROMOTED AFTER 7/1/2022													
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL SALARY		
		A	B	C	D	E	F	G	H	I	MINIMUM	MAXIMUM	
Code Enforcement Officer I	6/18/22	\$4,282	\$4,389	\$4,499	\$4,611	\$4,726	\$4,844	\$4,965	\$5,089	\$5,216	\$51,384	\$62,592	
Code Enforcement Officer II	6/18/22	\$4,731	\$4,849	\$4,970	\$5,094	\$5,221	\$5,352	\$5,486	\$5,623	\$5,764	\$56,772	\$69,168	
Code Enforcement Officer, Senior	6/18/22	\$5,226	\$5,357	\$5,491	\$5,628	\$5,769	\$5,913	\$6,061	\$6,213	\$6,368	\$62,712	\$76,416	
Community Services Officer I	6/18/22	\$3,652	\$3,743	\$3,837	\$3,933	\$4,031	\$4,132	\$4,235	\$4,341	\$4,450	\$43,824	\$53,400	
Community Services Officer II	6/18/22	\$4,091	\$4,193	\$4,298	\$4,405	\$4,515	\$4,628	\$4,744	\$4,863	\$4,985	\$49,092	\$59,820	
Community Services Officer, Senior	6/18/22	\$4,583	\$4,698	\$4,815	\$4,935	\$5,058	\$5,184	\$5,314	\$5,447	\$5,583	\$54,996	\$66,996	
Crime Analyst I	6/18/22	\$5,290	\$5,422	\$5,558	\$5,697	\$5,839	\$5,985	\$6,135	\$6,288	\$6,445	\$63,480	\$77,340	
Crime Analyst II	6/18/22	\$6,010	\$6,160	\$6,314	\$6,472	\$6,634	\$6,800	\$6,970	\$7,144	\$7,323	\$72,120	\$87,876	
Crime Analyst, Senior	6/18/22	\$6,720	\$6,888	\$7,060	\$7,236	\$7,417	\$7,602	\$7,792	\$7,987	\$8,187	\$80,640	\$98,244	
Crime Scene Investigator I	6/18/22	\$4,395	\$4,505	\$4,618	\$4,733	\$4,851	\$4,972	\$5,096	\$5,223	\$5,354	\$52,740	\$64,248	
Crime Scene Investigator II	6/18/22	\$4,886	\$5,008	\$5,133	\$5,261	\$5,393	\$5,528	\$5,666	\$5,808	\$5,953	\$58,632	\$71,436	
Crime Scene Investigator III	6/18/22	\$5,343	\$5,477	\$5,614	\$5,754	\$5,898	\$6,045	\$6,196	\$6,351	\$6,510	\$64,116	\$78,120	
Police Officer	6/18/22	\$6,670	\$6,837	\$7,008	\$7,183	\$7,363	\$7,547	\$7,736	\$7,929	\$8,127	\$80,040	\$97,524	
Police Records Technician I	6/18/22	\$3,501	\$3,589	\$3,679	\$3,771	\$3,865	\$3,962	\$4,061	\$4,163	\$4,267	\$42,012	\$51,204	
Police Records Technician II	6/18/22	\$3,860	\$3,956	\$4,055	\$4,156	\$4,260	\$4,367	\$4,476	\$4,588	\$4,703	\$46,320	\$56,436	
Police Records Technician, Senior	6/18/22	\$4,247	\$4,353	\$4,462	\$4,574	\$4,688	\$4,805	\$4,925	\$5,048	\$5,174	\$50,964	\$62,088	
Police Sergeant	6/18/22	\$8,180	\$8,384	\$8,594	\$8,809	\$9,029	\$9,255	\$9,486	\$9,723	\$9,966	\$98,160	\$119,592	
Police Services Coordinator	6/18/22	\$4,584	\$4,699	\$4,816	\$4,936	\$5,059	\$5,185	\$5,315	\$5,448	\$5,584	\$55,008	\$67,008	
Property & Evidence Technician I	6/18/22	\$3,936	\$4,034	\$4,135	\$4,238	\$4,344	\$4,453	\$4,564	\$4,678	\$4,795	\$47,232	\$57,540	
Property & Evidence Technician II	6/18/22	\$4,329	\$4,437	\$4,548	\$4,662	\$4,779	\$4,898	\$5,020	\$5,146	\$5,275	\$51,948	\$63,300	
Youth Counselor	6/18/22	\$5,422	\$5,558	\$5,697	\$5,839	\$5,985	\$6,135	\$6,288	\$6,445	\$6,606	\$65,064	\$79,272	

FOR EMPLOYEES HIRED BEFORE 07/01/2018									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		A	B	C	D	E	MINIMUM	MAXIMUM	
Code Enforcement Officer I	6/18/22	\$4,291	\$4,506	\$4,731	\$4,968	\$5,216	\$51,492	\$62,592	
Code Enforcement Officer II	6/18/22	\$4,743	\$4,980	\$5,229	\$5,490	\$5,764	\$56,916	\$69,168	
Code Enforcement Officer, Senior	6/18/22	\$5,239	\$5,501	\$5,776	\$6,065	\$6,368	\$62,868	\$76,416	
Community Services Officer I	6/18/22	\$3,661	\$3,844	\$4,036	\$4,238	\$4,450	\$43,932	\$53,400	
Community Services Officer II	6/18/22	\$4,102	\$4,307	\$4,522	\$4,748	\$4,985	\$49,224	\$59,820	
Community Services Officer, Senior	6/18/22	\$4,593	\$4,823	\$5,064	\$5,317	\$5,583	\$55,116	\$66,996	
Crime Analyst I	6/18/22	\$5,303	\$5,568	\$5,846	\$6,138	\$6,445	\$63,636	\$77,340	
Crime Analyst II	6/18/22	\$6,025	\$6,326	\$6,642	\$6,974	\$7,323	\$72,300	\$87,876	
Crime Analyst, Senior	6/18/22	\$6,735	\$7,072	\$7,426	\$7,797	\$8,187	\$80,820	\$98,244	
Crime Scene Investigator I	6/18/22	\$4,405	\$4,625	\$4,856	\$5,099	\$5,354	\$52,860	\$64,248	
Crime Scene Investigator II	6/18/22	\$4,898	\$5,143	\$5,400	\$5,670	\$5,953	\$58,776	\$71,436	
Crime Scene Investigator III	6/18/22	\$5,356	\$5,624	\$5,905	\$6,200	\$6,510	\$64,272	\$78,120	
Police Officer	6/18/22	\$6,686	\$7,020	\$7,371	\$7,740	\$8,127	\$80,232	\$97,524	
Police Records Technician I	6/18/22	\$3,510	\$3,686	\$3,870	\$4,064	\$4,267	\$42,120	\$51,204	
Police Records Technician II	6/18/22	\$3,870	\$4,063	\$4,266	\$4,479	\$4,703	\$46,440	\$56,436	
Police Records Technician, Senior	6/18/22	\$4,257	\$4,470	\$4,693	\$4,928	\$5,174	\$51,084	\$62,088	
Police Sergeant	6/18/22	\$8,199	\$8,609	\$9,039	\$9,491	\$9,966	\$98,388	\$119,592	
Police Services Coordinator	6/18/22	\$4,594	\$4,824	\$5,065	\$5,318	\$5,584	\$55,128	\$67,008	
Property & Evidence Technician I	6/18/22	\$3,946	\$4,143	\$4,350	\$4,567	\$4,795	\$47,352	\$57,540	
Property & Evidence Technician II	6/18/22	\$4,340	\$4,557	\$4,785	\$5,024	\$5,275	\$52,080	\$63,300	
Youth Counselor	6/18/22	\$5,434	\$5,706	\$5,991	\$6,291	\$6,606	\$65,208	\$79,272	

Authorized Position List 2022/2023

Police

POSITION	101-9110 Police - Administration	101-9111 Police - Investigations	101-9113 Police - Patrol	101-9116 Police - Traffic/ParkingSafety	108-9111 Police - Investigations	250-9117 Police - C.L.O. Program	101-9112 Police - Records	101-9114 Police - COS	110-9019 Homeless Program	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	4							2		6
BUSINESS MANAGER								1		1
CALEA COORDINATOR	1									1
CLERK/SENIOR CLERK							1			1
COMMUNITY SERVICES OFFICER I/II/SENIOR			6							6
COURT LIAISON OFFICER						0.5				0.5
COURT LIAISON SPECIALIST						0.5				0.5
CRIME ANALYST I/II/SENIOR		1								1
CRIME SCENE INVESTIGATOR I/II/III	1	2								3
DEPUTY POLICE CHIEF	1									1
POLICE CHIEF	1									1
POLICE LIEUTENANT	2	1	2							5
POLICE OFFICER		10	43	3	1					57
POLICE RECORDS SUPERVISOR							1			1
POLICE RECORDS TECHNICIAN I/II/SENIOR							6			6
POLICE SERGEANT	1	1	8	1	2					13
POLICE SERVICES COORDINATOR								1		1
POLICE SUPPORT SERVICES MANAGER	1									1
PROGRAM ASSOCIATE									1	1
PROGRAM MANAGER/SENIOR									1	1
PROPERTY/EVIDENCE TECHNICIAN I/II	1									1
SECRETARY	1	1					1			3
YOUTH COUNSELOR		1								1
Grand Total	14	17	59	4	3	1	9	4	2	113.00
NOTE: Police Officer position(s) may be flexibly staffed at either the Police Officer or Police Recruit level. No more than five positions may be flexibly staffed.										
NOTE: 5.0 FTE Police Officer positions in General Fund 101 designated as unfunded										

RESOLUTION 22-81**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
ADOPTING AMENDMENTS TO THE BUDGET FOR FISCAL YEARS 2021/22 AND 2022/23
TO FUND UPDATES TO THE POLICE OFFICER'S ASSOCIATION MOU**

WHEREAS, the Police Officer's Association (POA) MOU had an original expiration date of December 31, 2020; and

WHEREAS, given the economic uncertainty and negative impacts of the COVID-19 pandemic experienced over the past two years, a one-year extension was agreed to in March 2021 with an expiration date of December 31, 2021; and

WHEREAS, Representatives from the PMA and the City began negotiating in good faith on December 22, 2021; and

WHEREAS, a tentative agreement was reached with POA on May 25, 2022; and

WHEREAS, the proposed MOU updates require budget amendments to fund the revisions in FY 2022/23 and FY 2023/24; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

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

1. The City Council hereby approves budget amendments for FYs 2021/22 and 2022/23 as follows:

FY 2021/22 SOURCES

\$33,854	101-0000-3110	General Fund Balance
\$4,600	108-0000-3110	Measure K Fund Balance
\$398,698	111-0000-3110	Measure N Public Safety Fund Balance
<u>\$398,698</u>	<i>101-9110-4990</i>	<i>Transfer in from Measure N Public Safety Balance</i>
\$437,152	TOTAL SOURCES FY 2021/22	

FY 2021/22 USES

\$15,723	101-9110-5118	General Fund Non-PERSable Pays
\$290,873	101-9113-5118	General Fund Non-PERSable Pays
\$18,094	101-9112-5118	General Fund Non-PERSable Pays
\$3,520	101-9114-5118	General Fund Non-PERSable Pays
\$18,061	101-9116-5118	General Fund Non-PERSable Pays
\$74,040	101-9111-5118	General Fund Non-PERSable Pays
\$12,241	101-9130-5118	General Fund Non-PERSable Pays
\$4,600	108-9130-5118	Measure K Non-PERSable Pays
<u>\$398,698</u>	<i>111-9110-5950</i>	<i>Transfer out from Measure N Public Safety (One-Time)</i>
\$437,152	TOTAL USES FY 2021/22	

FY 2022/23 SOURCES

\$703,820	101-0000-3110	General Fund Balance
\$794,750	111-0000-3110	Measure N Public Safety Fund Balance
\$11,517	108-0000-3110	Measure K Fund Balance
<i>\$579,522</i>	<i>101-9110-4990</i>	<i>Transfer in from Measure N Public Safety (Ongoing)</i>
<i>\$215,228</i>	<i>101-9110-4990</i>	<i>Transfer in from Measure N Public Safety (One-Time)</i>
\$1,510,087	TOTAL SOURCES FY 2022/23	

FY 2022/23 USES

\$38,422	101-9110-5111	General Fund Salaries & Wages
\$8,238	101-9110-5118	General Fund Non-PERSable Pays
\$180,881	101-9111-5111	General Fund Salaries & Wages
\$33,050	101-9111-5118	General Fund Non-PERSable Pays
\$854,905	101-9113-5111	General Fund Salaries & Wages
\$160,521	101-9113-5118	General Fund Non-PERSable Pays
\$57,839	101-9112-5111	General Fund Salaries & Wages
\$9,794	101-9112-5118	General Fund Non-PERSable Pays
\$12,903	101-9114-5111	General Fund Salaries & Wages
\$1,953	101-9114-5118	General Fund Non-PERSable Pays
\$96,651	101-9116-5111	General Fund Salaries & Wages
\$13,419	101-9116-5118	General Fund Non-PERSable Pays
\$23,687	101-9130-5111	General Fund Salaries & Wages
\$6,307	101-9130-5118	General Fund Non-PERSable Pays
\$9,147	108-9130-5111	Measure K Salaries & Wages
\$2,370	108-9130-5118	Measure K Non-PERSable Pays
<i>\$579,522</i>	<i>101-9110-5950</i>	<i>Transfer out from Measure N Public Safety (Ongoing)</i>
<i>\$215,228</i>	<i>101-9110-5950</i>	<i>Transfer out from Measure N Public Safety (One-Time)</i>
\$1,510,087	TOTAL USES FY 2022/23	

**Note: Interfund Transfers (Grey Text) are not included in totals above so as not to duplicate total financial impacts.*

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 15th day of June 2022, by the following vote:

AYES: Alcalá, Early, Ledesma, Orozco, Guerrero.

NOES:

ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk

MEETING DATE: June 15, 2022

ITEM # 11

SUBJECT:



CONSIDERATION OF APPROVAL FOR PRE-QUALIFIED ON-CALL LIST OF CONSULTANTS TO PROVIDE GRANT WRITING SERVICES

INITIATED OR REQUESTED BY:

- [] Council [X] Staff [] Other

REPORT COORDINATED OR PREPARED BY:

Meaghan Stiles, Program Manager City Manager's Office

ATTACHMENT [] Yes [X] No [] Information [] Direction [X] Action

OBJECTIVE

The purpose of this report is to obtain City Council approval of a pre-qualified on-call list of consultants to provide as-needed grant writing services.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council approve a pre-qualified on-call list for grant writing services which includes: Kimley-Horn and Associates and Townsend Public Affairs.

BACKGROUND

The City periodically relies on consultant services to provide specific expertise and assistance for various projects to augment City staff resources. With the release of many grant programs at both the State and Federal level, there are opportunities for the City to apply for funding to support both existing and new projects and programs.

A pre-qualified on-call list provides a shortlist of consultants that can be called upon to provide services for any needed project within the scope of Grant Writing Services. These services include researching, developing, writing, preparing, and submitting grant proposals for federal, state, local and government grants, in the areas of parks, bridges, water, sewer, storm drain, transportation, roads/streets, non-motorized facilities, and other general infrastructure.

Developing a pre-qualified on-call list reduces staff time and expedites project delivery by avoiding repeated solicitations of qualifications and review of proposals.

ANALYSIS

A Request for Qualifications (RFQ) for On-Call Grant Writing Services was issued by staff on February 25, 2022. The RFQ was posted online through our ProcureNow system. Three (3) firms submitted Proposals for consideration.

On May 10, 2022, a panel consisting of four (4) staff members representing the Capital Projects, City Manager's Office, and Community Development Departments interviewed and evaluated the proposals. Two (2) consultants were recommended by staff for the on-call list for grant writing services: Kimley-Horn and Associates and Townsend Public Affairs.

As the need for grant writing services is identified, services will be contracted with one of the consultants from the on-call list through a Contract for Services in accordance with the City's Purchasing Policy. Services will be procured with a project specific Request for Proposal (RFP) and will be assigned based on their task understanding, work plan and scope of services provided.

Having two (2) firms on a short-list for grant writing services will save staff time in soliciting and reviewing proposals, while still complying with the City's Purchasing Policy. Contracts under \$50,000 will be executed by the City Manager and contracts greater than \$50,000 will be agendized for approval by the City Council.

This pre-qualified on-call list of consultants to provide grant writing services will be valid for three (3) years, and eligible for two (2) one (1) year extensions. This on-call list does not preclude City staff from holding separate solicitations for additional services.

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change to the environment. (Pub. Resources Code, 21065; CEQA Guidelines 15060(c), 15378(a).) Each task/project which may evolve from this solicitation will receive individual CEQA analysis and documentation during its development phase.

Commission Recommendation

Not applicable.

Strategic Plan Integration

These recommendations support the City Council's Mission to provide Quality Municipal Services and a City government that is financially sound.

Alternatives

The City Council may decide to:

- 1) Approve the recommendation action.
- 2) Not approve the recommended action.

Alternative 2 is not recommended because an on-call list of grant writing consultants is necessary for the staff to complete work that may be beyond its expertise and/or within expedited time frames.

Coordination and Review

Proposals have been evaluated and ranked by a panel of four (4) members, consisting of staff from the Capital Projects, City Manager's Office, and Community Development Departments. Staff has also coordinated with the City Attorney's Office.

Budget/Cost Impact

There is no budget/cost impact to establishing an on-call list, as this shortlist does not obligate the City to hire the firms for assignments or task orders. Future costs for grant writing services will be defined in individual task orders and funded by the specific project budget as needed. Task orders in excess of \$50,000 will be presented to the City Council for consideration.

ATTACHMENT(S)

None

MEETING DATE: June 15, 2022

ITEM # 12

SUBJECT:



CONSIDERATION OF RESOLUTION 22-83 CALLING AN ELECTION AND REQUESTING THE BOARD OF SUPERVISORS TO PERMIT THE COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A MUNICIPAL ELECTION ON NOVEMBER 8, 2022

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Jennifer Cusmir, City Clerk
City Manager's Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to call an election for the purpose of electing two council members, for District 3 and District 4, and a mayor and to consolidate the election with the statewide general election on November 8, 2022.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 22-83 calling an election and requesting the Board of Supervisors to permit the County Clerk to render specified services to the City relating to the conduct of a Municipal Election to be held on November 8, 2022 in consolidation with the General Election.

BACKGROUND

If the City wished to have the County Clerk conduct the election, the Council must request the Board of Supervisors, by resolution, to consolidate the Municipal and General Elections and to allow the County Clerk to conduct the election. The County Clerk has requested that the resolution requesting consolidation be received no later than June 21, 2022. The candidate filing period begins July 18, 2022.

ANALYSIS

The California Elections Code and Government Code specify certain requirements and options available to a City for the conduct of an election. The steps outlined in this report are required to allow the County Clerk to conduct the election for the City.

Resolution 22-83 calls the election, specifies the offices to be filled, requests consolidation with the General Election on November 8, 2022 and outlines election services to be provided by the County Clerk to the City. The latter includes publication of required legal notices, ballot printing and mailing, absentee ballot distribution and receipt, precinct worker recruitment and training and election-day activities including vote tabulation. The resolution also states that each candidate is to pay \$400 for the publication of the optional Candidate's Statement. If the candidate chooses also to have the statement in Russian and/or Spanish, the candidate will be charged in full in accordance with fees established by Yolo County Elections. The word count for the statements is 400.

The City Clerk is the filing officer for city council and mayoral candidate nomination papers, FPPC filings, as well as issues concerning any ballot measure. The City Clerk will also coordinate and oversee daily election activities within the City, including handling phone requests for polling locations and tracking tabulation of the votes after the polls close.

Environmental Considerations

N/A

Commission Recommendations

N/A

Strategic Plan Integration

The recommended action furthers the City's goals of providing quality city services.

Coordination and Review
N/A

Budget Cost Impact
The election cost is included in the 2022-2023 budget.

ATTACHMENT(S)
1) Resolution 22-83

RESOLUTION 22-83

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO CALLING
A MUNICIPAL ELECTION ON NOVEMBER 8, 2022 AND REQUESTING YOLO COUNTY
ELECTIONS TO PROVIDE ELECTION SERVICES**

WHEREAS, under provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022; and

WHEREAS, pursuant to the requirements of the laws of the State relating to General Law Cities, there is called and ordered to be held in the City of West Sacramento, CA, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing two members of the City Council from District 3 and District 4 for the full term of four years, and one Mayor for a term of two years; and

WHEREAS, the Elections Division of the County Assessor/Clerk-Recorder/Elections Department for Yolo County (the "Elections Division") has traditionally provided the City of West Sacramento with services necessary to conduct a municipal election and has the necessary expertise to provide these services; and

WHEREAS, the Yolo County Board of Supervisors is hereby requested to permit the County Clerk to render the election services specified herein; and

WHEREAS, the City has traditionally consolidated its election with the County and requests to consolidate with the Statewide General Election on November 8, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of West Sacramento does hereby resolve, declare, determine, and order as follows:

Section 1. The City Council of the City of West Sacramento respectfully requests that the Yolo County Board of Supervisors consolidate the Municipal Election with the General Election, to authorize the County Clerk to provide the services specified in Exhibit "A" and

Section 2. Pursuant to the requirements of the law, there is called and ordered to be held in the City of West Sacramento on Tuesday, November 8, 2022, a general municipal election for the purpose of electing two members of the City Council from District 3 and District 4 for terms that expire in November of 2026, and one Mayor for a term that expires in November 2024.

Section 3. The Yolo County Board of Supervisors is hereby requested to:

1. Authorize the Elections Division to provide all necessary election services including:
 - a. Providing election supplies necessary for an all-mail ballot election.
 - b. Publish all legal notices pertaining to the election and provide a copy of affidavit of publication to City.
 - c. Issue nomination papers and verify nomination signatures.
 - d. Verify all ballot envelope signatures.
 - e. Provide one set of voter lists at the close of registration.
 - f. Provide proof samples of all City ballot materials in a timely manner to allow for any changes prior to the final printing deadline.
 - g. Print and mail county voter information guides.
 - h. Print, process, and mail official ballots.
 - i. Provide services for collecting and counting ballots.
 - j. Provide Statement of Vote pursuant to state law.
 - k. Provide any other services reasonably required to conduct this special municipal election as a consolidated election.

Section 4. The City Council hereby authorizes reimbursement to Yolo County for services rendered related to this Special Election.

Section 5. Each candidate is to pay \$400 for the publication of the optional Candidate's Statement, pursuant to Election Code section 13306 and the Book of Fees. If the candidate elects to have Spanish and/or Russian translation of his/her candidate statement, the candidate will be charged in full in accordance with fees established by Yolo County Elections. The limitation of the number of words that a candidate may use in his or her Candidate Statement is 400 words.

PASSED AND ADOPTED this 15th day of June 2022 by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk

Exhibit "A" of Resolution 22-83

Services to be rendered by the Yolo County Clerk to the City of West Sacramento for the November 8, 2022 General Municipal Election:

- a. The publication of all required legal notices pertaining to the election and provide copy of affidavit of the publication to the City.
- b. Verify nomination signatures.
- c. Provide copies of all precinct maps and additional maps the City requires.
- d. Provide one set of voter lists (precinct/street order) at the close of registration.
- e. Recruiting and training for precinct workers and securing polling places.
- f. Provide printer proof samples of all city ballot material in a timely manner to allow for any changes prior to the final printing deadline.
- g. Encoding the ballots for computer count, providing a test run, appointing an Accuracy and Logistics Board to certify computer programming for ballot tabulation, tabulating unofficial election results.
- h. Verification of absent voter ballots application signatures, and processing absent voter pamphlets.
- i. Labeling sample ballot pamphlets.
- j. Providing election supplies, including voting booths, tables, chairs, voting devices, flags, and other election-related items.
- k. Provide Statement of Vote pursuant to state law.
- l. Any other services reasonably required to conduct this election.

West Sacramento City Clerk, as the Chief Elections Official for the City of West Sacramento, will conduct all aspects of election not specified above, including but not limited to:

- a. Issue and file candidates' nomination papers.
- b. Proof sample/official ballots.
- c. Prepare resolution canvassing voted adopted by Council.
- d. Serve as filing officer for all FPPC statements for city candidates and ballot measure committees.
- e. Other services as required.

MEETING DATE: June 15, 2022

ITEM # 13

SUBJECT:

CONSIDERATION OF RESOLUTION 22-87 RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM AS APPLICABLE IN THE CITY AND AUTHORIZING TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES OF THE CITY PURSUANT TO THE RALPH M. BROWN ACT

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Doug Drozd, Government Affairs Manager
City Manager's Office

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The purpose of this item is to seek City Council approval to continue remote (teleconference/videoconference) Council, Board, and Commission/Committee meetings by finding, pursuant to California Government Code Section 54953(e), that there is a proclaimed state of emergency related to COVID-19 and that meeting in person would present imminent risks to the health or safety of attendees.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 22-87, finding that the Council has reconsidered the circumstances of the state of emergency and meeting in person would present imminent risks to the health or safety of attendees.

BACKGROUND

Through the COVID-19 virus pandemic, Gubernatorial executive orders and, later, new legislation (Assembly Bill 361, "AB 361"), the City Council and all City boards and commissions ("City legislative bodies") have met via modified teleconference procedures in order to protect meeting attendees from the threat of the virus while preserving public access to legislative body meetings.

As modified by AB 361, Government Code section 54953(e) permits all City legislative bodies to meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and the legislative body determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. The determination must be reevaluated at least every 30 days and may be renewed if the Council finds that the state of emergency remains active and the state of emergency continues to directly impact the ability of attendees to meet safely in person.

ANALYSIS

The City Council most recently adopted a resolution to meet via teleconference on May 18, 2022, which will expire on June 18, 2022. Now, the City Council must reevaluate its decision. The Governor's Proclamation of State of Emergency related to the COVID-19 virus pandemic remains in effect to this day in Yolo County and statewide. The virus, and its variants, are highly transmissible when in close proximity to an infected person, no matter if the infected person is showing symptoms or not. Further, new variants of varying community impact and transmissibility are revealed each month the pandemic continues, most recently the Omicron/BA.2 subvariant.

Meeting in person imminently risks attendees' health and safety by necessitating attendees – City officers, staff, and members of the public – be in close proximity to a potentially infected person, no matter if he or she is showing symptoms or not.

The proposed resolution makes requisite findings to allow all City legislative body meetings to continue to be held via teleconference pursuant to Government Code section 54953(e). The Council is to make the following findings as part of the resolution:

- The Governor proclaimed a state of emergency on March 4, 2020 related to the COVID-19 virus pandemic and that state of emergency remains active within the jurisdiction of the City.
- The City Council has reconsidered the circumstances of the state of emergency.
- The state of emergency continues to directly impact the ability of attendees to safely meet safely in person.
- To decrease the risk to the health and safety of attendees, all meetings of City legislative bodies may be conducted via teleconference in accordance with Government Code section 54953(e).

It is recommended that the City Council pass the resolution and direct staff to take all actions necessary to effectuate its intent to hold all City legislative body meetings in compliance with Section 54953(e).

If the Council does not pass the proposed resolution, all City legislative bodies will be required to meet pursuant to traditional teleconference requirements – e.g., opening teleconference locations to the public, listing addresses on meeting agendas, quorum of members in the City – after June 18, 2022, the date the City's most recent resolution to meet via Section 54953(e) will expire as a matter of law.

Staff's current expectation is that this will be the final recommendation that the City Council make these findings, with a return to regular, in-person meetings commencing with the scheduled July 20, 2022 City Council meeting.

Environmental Considerations

The proposed resolution is exempt from environmental review under the California Environmental Quality Act, Public Resource's Code section 21000 et seq. ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that the project has no potential for causing a significant effect on the environment.

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

The City Council's primary alternatives are summarized below:

1. To adopt Resolution 22-87, making the findings required by California Government Code Section 54953(e);
2. To adopt Resolution 22-87, making the findings required by California Government Code Section 54953(e) with directed revisions; or,
3. To decline adopt Resolution 22-87, making the findings required by California Government Code Section 54953(e).

Staff is prepared to implement Alternative 1. Staff does not recommend any substantive revisions under Alternative 2, as such revisions may not comply with California Government Code Section 54953(e). Staff also does not recommend Alternative 3 as the continued threat of COVID-19 and its variants presents an imminent risk to the health and safety of meeting attendees.

Coordination and Review

This report was produced in coordination with the City Attorney's Office.

Budget/Cost Impact

There is no direct budget or cost impact associated with this item.

ATTACHMENT

Resolution 22-87

RESOLUTION 22-87**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR AS APPLICABLE IN THE CITY AND AUTHORIZING TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES OF THE CITY PURSUANT TO THE RALPH M. BROWN ACT**

WHEREAS, the City of West Sacramento ("City") is committed to preserving and nurturing public access and participation at meetings of its City Council and other City legislative bodies, including boards, committees, and commissions; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq. ("Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, Government Code section 54953(e)(1) provides a legislative body may meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and either: (i) state or local officials have imposed or recommended measures to promote social distancing; (ii) the legislative body meets to determine by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (iii) the legislative body has voted as such and is meeting pursuant to that vote; and

WHEREAS, a legislative body's decision to meet pursuant to Section 54953(e) must be reevaluated and renewed at least every thirty (30) days, or else the body will be required to adopt new initial findings; and

WHEREAS, while a legislative body meets via teleconference pursuant to Section 54953(e), it must take actions to preserve public access and public participation and give notice of the meeting and post agendas as otherwise required, allow members of the public to access the meeting via call-in line or internet-based service line, provide details on the agenda on how to access the meeting and give public comment, give an opportunity to comment pursuant to Government Code section 54954.3 and allow a reasonable amount of time during public comment for a person to register, login, and comment, and monitor the call-in line and internet-based service line to ensure no disruption hinders access or ability to comment, if there is, take no action until public access is restored; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency pursuant to Government Code section 8625 pertaining to the threat to human health and safety posed by the COVID-19 virus pandemic and that proclamation remains in effect to this day in Yolo County and statewide; and

WHEREAS, the virus has short- and long-term effects – fever and chills, cough, shortness of breath and difficulty breathing, fatigue, headache, nausea, vomiting, gastrointestinal issues, loss of taste and smell, death – and its prolific spread is severely impacting the health care system, inhibiting access to care for COVID-19 symptoms, and other ailments; and

WHEREAS, while being vaccinated significantly decreases the likelihood of contracting or dying from the virus, vaccinated and unvaccinated people alike can carry, transmit, and be affected by the virus; and

WHEREAS, the COVID-19 virus, and its variants, is spread through the air when a person who is carrying the virus, whether he or she is showing symptoms or not, is in close proximity to another person; and

WHEREAS, while the COVID-19 virus and its variants remain present in the community, meeting in person presents an imminent risk to City legislative body meeting attendee health and safety beyond the control of City services, personnel, equipment, and facilities due to its transferability through the air; and

WHEREAS, pursuant to Government Code section 8635 et seq., the Council has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings of all City legislative bodies to be held via teleconference pursuant to this Resolution; and

WHEREAS, the Council desires to ratify the Governor's March 4, 2020, proclamation of state of emergency related to the COVID-19 virus pandemic as it applies to the jurisdiction of the City and authorize teleconference meetings of City legislative bodies pursuant to Section 54953(e).

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

1. The recitals and findings set forth above are true and correct and are incorporated herein by reference as if set forth in full.
2. The Governor's March 4, 2020 proclamation of state of emergency related to the COVID-19 virus pandemic applies to the jurisdiction of the City and is ratified by the City Council.
3. A state of emergency exists within the jurisdiction of the City related to the COVID-19 virus pandemic and the conditions of that emergency present an imminent risk to the health and safety of attendees at City legislative body meetings.
4. In order to decrease the risk to the health and safety of attendees to City legislative body meetings, all meetings of City legislative bodies may be conducted via teleconference in accordance with Government Code section 54953(e).
5. This Resolution shall take effect immediately upon its adoption and be effective for thirty (30) days, unless the Council takes action to rescind the Resolution, which may occur before the 30th day following adoption.

PASSED AND ADOPTED this 15^h day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk

MEETING DATE: June 15, 2022

ITEM # 14

SUBJECT:

**PRESENTATION OF PROCLAMATION RECOGNIZING
JUNE 2022 AS PRIDE MONTH**

INITIATED OR REQUESTED BY:

Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Meaghan Stiles, Program Manager
City Manager's Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to formally support the principle of equal rights for all people which includes Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, and other sexual and gender minorities (LGBTQIA+).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt a proclamation recognizing June 2022 as Pride Month and approve the flying of the Rainbow Flag at City Hall for the month of June 2022.

BACKGROUND

Each year, the month of June is designated Pride Month to commemorate the Stonewall riots, which occurred in June of 1969 and are generally recognized as the catalyst of the LGBTQIA+ Rights Movement.

During Pride month, the LGBTQIA+ communities come together and celebrate the freedom to be themselves. Pride gatherings are rooted in the arduous history of minority groups who have struggled for decades to overcome prejudice and be accepted for who they are. Celebrations include pride parades, political marches, block parties, educational panels and memorials to those who have been lost to hate crimes or HIV/AIDS.

Cities throughout California including West Sacramento, have been leaders in advancing the civil rights of its LGBTQIA+ citizens. Many of the residents, students, employees, and business owners within the City of West Sacramento who contribute greatly to the enrichment of our City, are a part of the LGBTQIA+ community.

ANALYSIS

Members of City of West Sacramento leadership, elected officials and community members celebrate Pride Month through participation in a number of initiatives and events that have included the Sacramento Pride March and Equity Night at River Cats Stadium.

West Sacramento is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our City. West Sacramento has and is committed to being an inclusive and welcoming community for all, including the LGBTQIA+ community.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

Supporting Pride Month and the LGBT+ community promotes the City's commitment to support West Sacramento's diversity and an inclusive Economic Development Strategy.

Alternatives

N/A

Coordination and Review

City staff from the City Manager's Office coordinated this effort.

Budget/Cost Impact

N/A

ATTACHMENT
Proclamation

PROCLAMATION OF THE WEST SACRAMENTO CITY COUNCIL
DESIGNATING JUNE 2022 AS PRIDE MONTH

WHEREAS, the City of West Sacramento and LGBTQIA+ community members support the rights of every citizen to experience equality and freedom from discrimination; and

WHEREAS, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, the City of West Sacramento accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

WHEREAS, the long and ongoing struggle of the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, and other sexual and gender minority (LGBTQIA+) communities for basic civil and human rights continues to provide inspiration to all those who work against discrimination and oppression; and

WHEREAS, the City of West Sacramento envisions a world where every member of the LGBTQIA+ family has the freedom to live their truth without fear, and with equality under the law; and

WHEREAS, while we as a society at large are slowly embracing new definitions of sexuality and gender we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, to acknowledge the efforts to bring awareness to the continuing evolution to the Gay Pride movement, the City of West Sacramento will display the Rainbow Flag, representing light, healing, sun, calmness, art and spirit, in front of City Hall for the month of June.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the West Sacramento City Council that June 2022 be designated as Pride Month in the City of West Sacramento and that our residents be encouraged to reflect on the ongoing struggle for equality members of the LGBTQ community face and celebrate their contributions that enhance our city.

PROCLAIMED this 15th day of June, 2022

ATTEST:

Martha Guerrero, Mayor

Jennifer Cusmir, City Clerk

MEETING DATE: June 15, 2022

ITEM # 15

SUBJECT:

**PUBLIC HEARING AND CONSIDERATION OF FIRST READING OF ORDINANCE 22-18
AMENDING CHAPTER 12.08 OF THE CITY OF WEST SACRAMENTO MUNICIPAL CODE
TO ALLOW FOR REGULATION OF SPECIAL EVENTS IN THE CITY**

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Erin Rivas, Business Manager
Parks and Recreation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to introduce Ordinance 22-18, amending Chapter 12.08 of the City of West Sacramento Municipal Code to allow for regulation of Special Events within the city limits.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Conduct a public hearing;
- 2) Waive the first reading and read by title and number only Ordinance 22-18, amending Chapter 12.08 of the City of West Sacramento Municipal Code related to Special Events within the city limits of the City of West Sacramento; and
- 3) Inform the audience that the second reading and adoption of Ordinance 22-18, is tentatively scheduled for July 20, 2022.

BACKGROUND

Chapter 12.08 of the City of West Sacramento Municipal Code relates to Special Events within the city limits of the City of West Sacramento. It was last updated in 2015 and since then, a number of items have changed, including a shift in the Special Event Permit program oversight from the Police Department to the Parks and Recreation Department, building and safety code regulations, as well as a significant growth in the number of applications and size/complexities of events, triggering the need to update permit application protocols to avoid or reduce impacts to nearby residents and to account for additional staff time needed to adequately review and process permit applications.

An interdisciplinary team of staff, including Parks, Police, Fire, Transportation, Parking, Building and Public Works department representatives meet monthly to review pending Special Event Permit applications. As part of these meetings, a number of discrepancies between the Municipal Code and current practices/regulations have been identified, triggering the need to update Chapter 12.08. Additionally, in 2020, staff began working with Wildan Consulting, Inc., as part of a citywide fee update process to evaluate the cost associated with the review and processing of Special Event Permit applications, including all overhead costs. The analysis showed that the cost to process and permit special event permits is much greater than the revenue received from current permit application fees. To address these items, staff is proposing to update both the Municipal Code and Book of Fees (under a separate Agenda item) related to Special Events.

ANALYSIS

Proposed updates to Chapter 12.08 of the City's Municipal Code related to Special Events are included as part of Attachment 1 and summarized below:

- **12.08.010 – Special Events**
 - Increases the size of tents, canopies, or awnings triggering a Special Event Permit from 200 sf to 400 sf.
 - Updates the number of attendees associated with different Special Event categories.
- **12.08.020 – Additional Definitions**
 - Defines an "Annual Permit" as a permit intended for a series of similar Special Events (three or more) sponsored by the same person or organization in the same twelve (12) month period.
- **12.08.060 – Application Procedure**
 - Updates the application deadline for Category III Events to provide an additional 60 days for City staff review and processing.
 - Establishes that applications received after the application deadline may be subject to a late fee.

- **12.08.090 – Permit Conditions**
 - Updates the requirements for block parties to increase the approval percentage of residents living on streets affected by a block party from 50 percent to a majority of residents living on streets affected by the block party.
- **12.08.160 – Cleanup Deposits for Certain Special Events**
 - New language has been added to address unpaid event costs. If an Applicant has unpaid cleaning costs from a previous Special Event, all future Special Event Permit applications will be denied until the debt has been remedied.
- **12.08.170 – Waiver or Reduction in City Support Service Fees**
 - Updates language to reflect the City Council-adopted Administrative Policy setting forth guidelines and considerations for the waiver or reduction of City service fees.

A draft ordinance, along with a redline version reflecting proposed updates to Chapter 12.08, are included as Attachments 1 and 2, respectively. These updates are primarily administrative, but further promote the facilitation of Special Events within the City. The City recognizes that Special Events provide cultural enrichment, promote economic vitality and enhance community identity and pride. Properly permitting and administering Special Events helps to consider the public benefits of the event, along with public health and safety and reducing impacts to residents and businesses.

Environmental Considerations

This action is not a project subject to CEQA because it involves the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of meeting operating expenses, and the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment (California Pub. Res. Code section 21080; CEQA Guidelines sections 15378).

Commission Recommendation

On June 7, 2022, staff provided information on the proposed Municipal Code updates related to Special Events to the Parks, Recreation, and Intergenerational Services Commission. This information was provided as part of the Director's Report. The Commission was generally supportive of the proposed updates.

Strategic Plan Integration

The proposed updates to Chapter 12.08 of the Municipal Code supports the City Council's 2019 Strategic Plan Goal, West Sacramento: A Preferred Place to Live, Work, and Play by providing a mechanism for facilitating a wide range of Special Events that highlight and support the diverse nature of the City. Additionally, this project supports the City's 2019 Strategic Plan Management Agenda High Priority item: "Parks, Recreation and Open Space Master Plan Implementation." Updating the municipal code in relation to Special Events aligns with Implementation Strategy #6, Recreation Programming, "*Update the Special Events policy to ensure equitable utilization of City resources when supporting external events.*"

Alternatives

The Council's primary alternatives are summarized below:

1. Propose additional modifications to the Municipal Code and direct staff to return at a future date with additional information and/or a modified Ordinance; or
2. Decline action at this time.

Staff does not recommend Alternatives 1 or 2 because they will result in delays to updating the Municipal Code which could impact current, pending and future Special Event Permit applications.

Coordination and Review

The proposed Municipal Code updates have been coordinated with the Community Development, Fire, Police, Public Works and Finance departments, the City Manager's Office, and the City Attorney.

Budget/Cost Impact

The proposed Municipal Code updates support a more streamlined approach for permitting Special Events, resulting in staffing efficiencies, cost savings, and improved customer service.

ATTACHMENT(S)

1. Draft Ordinance 22-18
2. Redline Version of Proposed Updates to Chapter 12-08 of the City Municipal Code

ORDINANCE 22-18

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST
SACRAMENTO TO AMEND CHAPTER 12.08 OF THE WEST SACRAMENTO
MUNICIPAL CODE RELATED TO SPECIAL EVENTS**

WHEREAS, as part of its general police powers to maintain the safe and orderly functioning of the City, protect public and private property, and preserve the environment, the City has the authority to regulate and monitor certain uses on public and private property; and

WHEREAS, a special event is any organized activity, formation, parade, procession, block party, or assembly outside normal business operations or normal business traffic; and

WHEREAS, in order to maintain the safe and orderly functioning of the City, protect public and private property, preserve the environment, and minimize inconveniences or disturbances to businesses and residences in surrounding areas, it is essential that special events be organized, planned, and executed in an orderly fashion on private and public property throughout the City; and

WHEREAS, the West Sacramento Municipal Code chapter 12.08 regulates special events in the City, including by providing a process to apply for and receive a special event permit, pay certain special event permit and other fees, and notify the City of the need for additional City services related to a special event (e.g. traffic control, police); and

WHEREAS, City staff reviewed Chapter 12.08 and, in consultation with the City attorney's office, determined that certain changes are recommended to streamline and modernize special event organizing, planning, and execution within the City, clarify certain standards and regulations, and make minor, clarifying textual changes; and

WHEREAS, the City Council has reviewed the proposed changes to Chapter 12.08 and wishes to incorporate them into the West Sacramento Municipal Code; and

WHEREAS, this ordinance to make changes to Chapter 12.08 of the West Sacramento Municipal Code related to special events is exempt from review under the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA") pursuant to CEQA guidelines section 15308 (Actions by Regulatory Agencies for the Protection of the Environment) where these regulations are promulgated in order to assure the maintenance, restoration, enhancement, and protection of the environment, particularly the public health, safety, and general welfare, by regulating over-concentration of special events that effect, among other environmental factors, noise, air pollution, aesthetics, traffic and circulation, and lights.

NOW, THEREFORE, the City Council of the City of West Sacramento does hereby ordain as follows:

Section 1. Purpose and Authority.

The purpose of this Ordinance is to revise regulations related to special events within the City of West Sacramento to minimize inconveniences or disturbances to businesses and residences

areas surrounding special events and thereby protect public health, safety, and welfare as well as the aesthetic appearance of the City and preserve property values.

Section 2. Enactment.

Chapter 12.08 of the West Sacramento Municipal Code is hereby amended to read as follows:

12.08.000 Intent of Chapter.

The City is committed to facilitating a wide range of Special Events that highlight and support the diverse nature of the City. The City recognizes that Special Events provide cultural enrichment, promote economic vitality and enhance community identity and pride. The City recognizes that some events may result in temporary inconveniences or disturbances to residents and businesses in surrounding areas. Permit conditions for a Special Event will consider the benefits of Special Events, while reasonably balancing the City's obligation to protect the public health, safety and peaceful enjoyment of residents and businesses. Permit conditions will also consider the area of the City where the event is proposed and the types of events and activities that were contemplated for that area. The City has designated two Entertainment Districts, the Waterfront Entertainment District and Downtown Entertainment District. These districts have been planned as active and event-oriented areas of the City. It is not the intent of the City in adopting this chapter to regulate or judge the content of events, but instead to provide a workable and content-neutral framework for mitigating the impacts attributable to Special Events.

12.08.010 Special Events.

- A. A Special Event is defined as any organized activity, formation, parade, procession, a Block Party or assembly, outside of normal business operations other than that which occurs as part of normal business activity, that is likely to meet any one or more of the following criteria:
1. Be attended by one hundred people or more;
 2. May obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic on any public or private right-of-way or sidewalk;
 3. Can reasonably be expected to be a hazard to the public peace, health, safety or general welfare of the public;
 4. Can reasonably be expected to require the provision of City Support Services, such as Police, Fire, Public Works, or Parks Maintenance;
 5. Includes the use of amplified sound, fireworks, pyrotechnics, or noisemakers, such as but not limited to, horns, sirens, cannon or gun blast sounds or whistles;
 6. Involves the use of temporary structures such as stages or other configurations that would require Fire and/or Building Inspector approval;
 7. Uses tents, canopies or awnings spanning 400 square feet or larger;
 8. Includes the distribution or sale of alcoholic beverages;
 9. Involves the use of mobile vendors; or
 10. Will be using armed security.
- B. Special Events will fall within one of the following categories:

1. Category I. Category I events generally involve fewer than five hundred people and are anticipated to require a minimal need for City Support Services.
 2. Category II. Category II events generally range between five hundred and two thousand nine hundred and ninety nine people and are anticipated to require a moderate need for City Support Services.
 3. Category III. Category III events generally range between three thousand people and above and are anticipated to require a significant need for City Support Services.
- C. The event category typically determines the level of City Support Services required to maintain minimal interference and inconvenience to the general public resulting from the event.

12.08.020 Additional Definitions.

“Annual Permit” means an annual permit intended for a series (three or more) of similar Special Events sponsored by the same person or organization in the same twelve (12) month period.

“Applicant” means any person applying for a permit to conduct or sponsor an event governed by this chapter. Applicants must be eighteen years of age or older.

“Block Party” means an event involving the temporary closure of a public or private right-of-way.

“City Manager” means the City Manager or the City Manager’s designee.

“City Support Services” means city personnel, contractors, and equipment.

“Entertainment District” means an area of the City planned for vibrant and regular Special Events, the boundaries of which have been established by City Council resolution.

“First Amendment” means the First Amendment of the United States Constitution and the equivalent provisions in the California Constitution.

“Non-refundable Permit Application Fee” means a non-refundable fee that is intended to cover the actual costs of processing and reviewing Special Event applications and administering the Special Events permit program.

“Organizer” means any person who is conducting, sponsoring or organizing a Special Event.

“Participant” means a spectator, fan, supporter or any other person attending for the purpose of watching and/or participating in the Special Event.

“Permit” means a Special Event Permit granted pursuant to this chapter.

“Permit Application Fee” means the fee to be paid by the Applicant at the time the application for a permit is filed with the Special Events Administrator.

“Permittee” means any person or organization who has been issued a permit by the City.

“Person” means any individual, firm, partnership, association, corporation, governmental entity, company or organization of any kind.

“Right-of-way” means the dedicated portion of any street or road within the City.

“SEA” means Special Events Administrator, who is the City Manager or his/her designee.

“Sound Engineer” means the individual designated by the SEA to review and monitor preparation and/or implementation of the amplified sound plan for events using amplified sound.

“Sound/Music Supervisor” means the individual designated by the Applicant/permittee to monitor implementation of the amplified sound plan for events using amplified sound.

“Specific, adverse *impact*” means a significant, quantifiable, direct, and unavoidable *impact*, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

12.08.030 Permits required—Exemptions.

- A. Except as otherwise provided herein, all special events occurring within the city shall be prohibited, unless a permit, properly issued by the SEA, has first been obtained.
- B. Exemptions. A permit is not required for the following:
 - 1. Funeral processions.
 - 2. Governmental agencies acting within the scope of their authorized function.
 - 3. Regularly scheduled religious services.
 - 4. Category I events held on City property; in such cases organizers shall comply with Chapter 12.12 (Parks and Community Facilities) of this code.
 - 5. Category I events held at a private facility that was constructed for the purpose of conducting special events of the type proposed to be held at the facility.
 - 6. Non-commercial special events at private residences.

12.08.040 Annual Permits for events occurring at facilities designed for Special Events.

- A. Annual Permits will be considered for venues or facilities constructed for the purpose of producing, hosting or staging special or sporting events, and/or in the Entertainment Districts. Except as otherwise provided in this section, these Annual Permits shall be subject to the same rules and regulations applicable to individual permits.
- B. Applications for Annual Permits shall be submitted not less than ninety days before the first scheduled event of the calendar year. An Annual Permit application shall be accompanied by a nonrefundable Permit application Fee in the amount set by City Council in the Book of Fees. This nonrefundable Permit Application Fee shall be based on typical costs associated with processing and reviewing Special Event Permit applications and administering the Special Events Program and is not intended to generate revenue that exceeds actual staffing costs for administering the permit review and issuance process.
- C. For sporting events, the application shall also include a list of all anticipated activities, not related to game play, held before, during or after the event that would otherwise be deemed a Special Event. By way of example, and not limitation, such additional activities may include: pyrotechnics displays, vehicular races/demonstrations or other hazardous activities, concerts, and animal exhibitions. The SEA can either prohibit, restrict or place conditions on such additional activities when the application is considered.
- D. The Permittee shall be responsible for the City’s costs in providing a level of public services necessary to ensure the health, safety and welfare of both the Special Event’s participants and the community. Upon approval of the Annual Permit, the SEA shall provide the Applicant with a statement of the estimated cost of providing such services

for each event. The estimated cost for an initial annual permit shall be based on the Applicant's projected attendance for its first year of operations. Thereafter, the estimated cost shall be based on the City's costs actually incurred in the previous year, modified as necessary to account for changes in the size, scope, or numbers of anticipated events during the term of the permit.

- E. The Annual Permit shall authorize the permittee to conduct only such event(s) as is described in the permit, and in accordance with the terms and conditions of the annual permit. It is unlawful for the permittee to willfully violate the terms and conditions of the annual permit, or for any event participate with knowledge thereof, to willfully violate the terms and conditions of the annual permit. Should the holder of an annual permit desire to conduct an activity that would otherwise be deemed a Special Event but is not authorized by the annual permit, the permittee shall be required to obtain an individual Special Event permit for the unauthorized activity.
- F. The SEA shall issue the Annual Permit after the application has been approved, the Applicant has agreed in writing to comply with all of the terms and conditions of the permit, and the requirements of this chapter respecting indemnification, insurance, public services and cleanup deposits have been fully satisfied. (Ord. 15-3 § 3)

12.08.050 Permits for Special Events Occurring at Venues or Facilities in Agricultural or Residential Zones not Intended for Special Events as its Primary Purpose.

- A. Permits will be considered for events in agricultural and residential zones involving venues or facilities not constructed for the purpose of producing, hosting or staging Special Events or sporting events. These permits shall be subject to the same rules and regulations applicable to other Special Event permits. Please see Chapter 17.30.220.
- B. No more than twelve Special Events per calendar year shall be permitted in agricultural or residential zones or at venues or facilities that were not designed or intended for such events as its primary purpose. The Applicant shall submit a Special Event permit application for each event.

12.08.060 Application Procedure.

- A. Except as otherwise provided herein, all applications for permits shall be filed with the SEA according to the following;
 - 1. Category I Events—thirty days prior to the event.
 - 2. Category II Events—sixty days prior to the event.
 - 3. Category III Events—one hundred eighty days prior to the event.
- B. Notwithstanding the foregoing, the SEA shall consider an application that is filed after the filing deadline if:
 - 1. The event is a noncommercial activity involving First Amendment expressive activity, and waiving the filing deadline is necessary to protect first amendment rights;
 - 2. The SEA determines that there is sufficient time to process and review the application and to obtain all City Support Services needed for the event. Good cause may be demonstrated by showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file an application within the time prescribed.

- C. Applications received less than the required minimum number of days prior to the event as noted above will be subject to a late fee in an amount set by the City Council in the City's Book of Fees.

12.08.070 Contents of Application Form.

- A. The permit application shall be accompanied by a Nonrefundable Special Event Permit Application Fee in an amount set by the City Council in the City's Book of Fees. This Nonrefundable Permit Application Fee shall be based on typical costs associated with processing and reviewing Special Event Permit applications and administering the Special Events Program and is not intended to generate revenue that exceeds actual staffing costs for administering the permit review and issuance process.
- B. The application for a permit shall include the information set forth below:
 1. Written proof of consent by the owners of the property where the Special Event is to be held;
 2. The name, address, email address and telephone number of the Applicant and an alternative contact person;
 3. The location of the event, including its boundaries and site plan drawings;
 4. If the proposed event is sponsored by an organization, the name, address and telephone number of the organization, and the authorized representative of the organization;
 5. The nature and purpose of the event, including a list of all planned activities that are contemplated for the Special Event;
 6. The name, address and telephone number of the person(s) who will be present and in charge of the event on the day of the Special Event;
 7. Date and estimated starting and ending times of the Special Event;
 8. The estimated number of participants/ attendees of the Special Event;
 9. The type and estimated number of vehicles, animals and structures which will be used at the Special Event, and whether there will be water aid stations at the Special Event;
 10. Whether any food or non-alcoholic beverages will be sold or consumed at the Special Event, and if so, proof of compliance with all applicable local, state and federal laws, rules and regulations, including proof that the Applicant has obtained all necessary permits;
 11. Whether any alcoholic beverages will be sold or consumed at the event and, if so, proof of compliance with all applicable laws, rules and regulations of the Alcohol Board of Control (ABC);
 12. Parking site plan that include provisions for meeting the guidelines set forth in the Americans with Disabilities Act;
 13. The plan for clean-up after the Special Event, including any contracts to effectuate the clean-up;
 14. Proof of liability and property insurance;
 15. A description of the sanitary facilities to serve the participants of the Special Event;

16. If the event includes a parade or procession, the application shall include (a) the planned route; (b) the number and kind of vehicles, equipment and animals which will be involved; (c) a plan for the assembly and dispersal of the parade/procession; and (d) a statement as to whether the parade/procession will occupy all, or only a portion of, the streets proposed to be traversed;
 17. A plan to provide notice to area businesses and/or residents that will likely be significantly impacted by noise, amplified sound, traffic, odor, dust or light from the event. The notice is to be delivered by the Applicant to the impacted area, as determined by the SEA, no later than seventy-two hours prior to the event and will include pertinent information about the event. Within Entertainment Districts, a plan and notification of businesses and residents shall be required for any events expected to have a specific adverse impact on the residents and businesses; and
 18. Any additional information that, under the particular circumstances of the Special Event application, the SEA finds reasonably necessary to determine whether to approve or conditionally approve a permit.
- C. Amplified Sound Plan. The application shall include an amplified sound plan if the event is using amplified sound. This plan, which must be approved by the SEA prior to the event, as part of the Special Event permit shall include:
1. A list of the sound equipment that will be used at the event;
 2. A site plan showing the placement and direction the speakers will be pointed. (Speakers will not be allowed outside of the permitted area);
 3. A description of the use of directional speaker systems with cutoff points;
 4. The consideration of smaller systems in specific locations throughout the venue, rather than far ranging single amplification systems;
 5. Times and duration of planned sound checks; and
 6. The name of a Sound/Music Supervisor who will remain on site throughout the event along with contact information and the procedure for contacting the Sound/Music Supervisor if there are issues during the event.

Decibel and other sound check measures may be required at pre-determined locations throughout the event timeframe. The Sound/Music Supervisor shall have the results of the decibel and other sound check measures available should he/she need to respond to an inquiry.

Depending on the magnitude of an event, the SEA may require that the Applicant's amplified sound plan be reviewed and monitored by a professional sound engineer hired by the City. The cost of the City's Sound Engineer will be borne by the Applicant. The City's Sound Engineer may require modifications to the amplified sound plan that will maintain the integrity of the event while minimizing the impact on surrounding areas.

Amplified sound guidelines will be set forth as one of the conditions in the Special Event Permit. Additionally, the City's Sound Engineer will monitor sound pursuant to the standards approved in the Special Event Permit. The City Sound Engineer will perform at the Applicant's expense and will be in ongoing contact with the Sound/Music Supervisor throughout the event to ensure compliance.

12.08.080 Action on Application.

The SEA shall approve, conditionally approve or deny an application no fewer than ten calendar days prior to the scheduled event; or thirty calendar days after the receipt of a complete Category II application; or forty-five days after the receipt of a complete Class III application. Denials shall be based on one or more of the conditions or criteria specified in this chapter. In the event of special circumstances, as determined by the SEA, time limits for such a determination may be reasonably extended. (Ord. 15-3 § 3)

12.08.090 Permit Conditions.

The SEA may condition the issuance of a permit by imposing reasonable restrictions on the time, place and manner of conducting the event as are necessary or appropriate to protect persons and property and to control traffic, provided that such restrictions shall not unreasonably interfere with the right of free speech. Such conditions may include, but are not limited to, the following:

- A. Alteration of the staffing for, or the date, time, route or location of the event;
- B. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of a street;
- C. Requirements for provision of first aid and sanitary facilities, including the presence of emergency medical services personnel for all Category III Special Events;
- D. Requirements for use of event monitors and providing notice of permit conditions to event participants;
- E. Approval of any proposed private security forces;
- F. Restrictions on the number and type of vehicles, animals or structures at the event;
- G. Compliance with animal protection ordinances and laws;
- H. Requirements for use of garbage containers, cleanup, and restoration of City property;
- I. Conditions to address noise in general, traffic, odor, dust or lighting;
- J. Restrictions on the time and use of fireworks, amplified sound and noise makers such as but not limited to, horns, sirens, canon or gun blast sounds and whistles. With the exception of July 4th and New Year's Eve into the new year, these sounds shall be restricted in Entertainment districts to no later than ten p.m. Sunday through Thursday and midnight on Friday and Saturday. In all other areas of the City these sounds shall be restricted to ten p.m. Sunday through Saturday;
- K. Permits for Block Parties may be conditioned on having approval of a majority of all residents living on streets affected by the block party;
- L. Compliance with any relevant ordinance or law and obtaining any legally required permit or license;
- M. Adequate proof of payment of the City Support Service fees;
- N. Adequate proof of compliance with the clean-up requirements; and
- O. Facilities designed for Special Events and operating under the terms of an existing use permit shall comply with the operating conditions and limitations set forth in the use permit, and in the event any of those terms conflict with the terms set forth in this chapter, the use permit shall control.

12.08.100 Grounds for Denial.

- A. The SEA shall approve an application for a permit unless he or she determines, from a consideration of the application or other pertinent information, that:
1. Information contained in the application, or supplemental information requested from the Applicant, is false in any material detail;
 2. The application is incomplete, or the Applicant failed to complete the application after having been notified of the additional information or documents required;
 3. The Applicant undertook a prior Special Event without a required permit or otherwise in violation of this chapter;
 4. The Applicant failed to pay the additional costs of a prior Special Event charged pursuant to Section 12.08.140(C);
 5. Another permit application has been received prior in time, or has already been approved, to hold another event at the time and place requested by the Applicant or so close in time and/or place as to cause undue traffic congestion, or the Police department is unable to meet the needs for Police services for both events;
 6. The concentration of persons, animals and vehicles at the site of the event, or the assembly and disbanding areas around the event, will either prevent proper Police, Fire or emergency medical services to areas contiguous to the event or exceed the capabilities of the Police, Fire or emergency medical services needed to adequately protect the participants from the conduct of others;
 7. The size of the event will require diversion of so great a number of City Police officers and other public employees to ensure that participants stay within the boundaries or route of the event, or to protect participants in the event, as to prevent normal protection to the rest of the City. Nothing herein authorizes denial of a permit when additional peace officers or approved private security forces to supplement these peace officers would be available to the City, if requested by the City in advance of the event. Nothing herein authorizes denial of a permit because of the need to protect participants from the conduct of others, if reasonable conditions can be imposed to allow for adequate protection of event participants with the number of Police officers available to police the event;
 8. The location of the event will substantially interfere with any construction or maintenance work scheduled to take place upon or along the City streets or a previously granted encroachment permit;
 9. The event will occur at a time when a school is in session at a route or location adjacent to the school or class thereof, and the noise created by the activities of the event would substantially disrupt the educational activities of the school or class thereof;
 10. Given the nature of the Special Event, and/or the past history of the Applicant, sponsors and/or participants, the SEA reasonably determines that event presents a substantial risk to the health, safety and welfare of the participants and/or local residents that cannot be adequately mitigated using available public resources;
or
 11. The Applicant failed to comply with the California Fire Code during previous Special Events.

- B. When the grounds for denial specified in subsections (A)(4) through (A)(10) of this section can be corrected by altering either the staffing for, or the date, time, duration, route, or location of the event, the SEA shall, instead of denying the application, conditionally approve the application upon the Applicant's written acceptance of conditions for permit issuance. The conditions imposed pursuant to this section shall provide for only such modifications of the Applicant's proposed event as are necessary to achieve compliance with subsections (A)(4) through (A)(10) of this section.
- C. If the application is denied, the SEA shall inform the Applicant of the grounds for denial in writing. If the application is conditionally approved, the SEA shall inform the Applicant of any permit conditions at the time the application is approved.

12.08.110 Permit Issuance.

- A. The SEA shall issue the permit after the application has been approved, the Applicant has agreed in writing to comply with all of the terms and conditions of the permit, and the requirements of this chapter have been fully satisfied.
- B. The SEA shall not withhold the issuance of a permit if the primary purpose of the proposed event is First Amendment expressive activity and the Applicant has requested a waiver pursuant to Section 12.08.170.

12.08.120 Appeal Procedure.

- A. The Applicant may appeal to the City Council the denial or conditional approval of a permit, or the revocation of a permit pursuant to Section 12.08.210.
- B. Appeals shall be conducted pursuant to Chapter 1.08 of this code.
- C. Notwithstanding Chapter 1.08, all appeals shall be filed with the City Clerk no later than five days following the notice of decision by the SEA.

12.08.130 Indemnification Agreement.

Prior to the issuance of a permit, the Applicant shall execute an indemnification agreement. The agreement shall provide that the Applicant shall defend, indemnify and hold harmless the City and its officers, officials, employees and volunteers from any liability to any persons or property resulting from any damage or injury occurring in connection with the permitted event, insofar as permitted by law.

12.08.140 Insurance.

- A. The permittee of a Special Event must possess or obtain public liability insurance to protect against liability for personal injury and property damage arising from the event. Coverage shall be a comprehensive general liability insurance policy. Minimum limits required:
 - 1. Two million dollars for each occurrence combined single limit bodily injury and property damage.
 - 2. If food or nonalcoholic beverages are to be sold or served at the event, the policy must also include an endorsement for products liability in an amount not less than five hundred thousand dollars. If alcoholic beverages are to be sold or served at the event, the policy must also include an endorsement for liquor liability in an amount not less than five hundred thousand dollars.

- B. Insurance required pursuant to this section shall be maintained for the duration of the event and shall:
 - 1. Name the City, its officers, officials, employees and volunteers on the policy or by endorsement as additional insureds on the Applicant's policies of insurance.
 - 2. Be a primary policy and not contributory or in excess of any policy of City.
 - 3. Declare all deductibles on the policy.

12.08.150 City Support Service Fees.

- A. Upon approval of an application for a permit, the SEA shall provide the Applicant with a statement of the estimated cost of providing City Support Services. The cost of such services shall be solely borne by the Applicant and shall be paid to the City at the time the event is permitted. A permit will not be issued unless fees have been paid.
- B. The City Support Service Fees will be established by the City Council in the Book of Fees. The amount of such fees shall be based on the City's actual cost of providing the services necessary to ensure the safety of both the Special Event's participants and the community.
- C. If the actual cost of City Support Services for the event is less than the estimated cost, the applicant will promptly be refunded the difference by the City. If the actual cost for City Support Services is more than the estimated cost, the difference shall become due and payable to the City upon the permittee's receipt of a statement of costs.

12.08.160 Cleanup Deposits for Certain Special Events.

- A. The Applicant for an event in public facilities or on public property or rights-of-way involving the sale of food or beverages, erection of structures, horses or other large animals, or water aid stations, shall be required to provide a cleanup deposit prior to the issuance of a permit. As an alternative to such deposit, the Applicant may provide a written contract for event cleanup.
- B. The cleanup deposit shall be returned after the event, if the area used for the event has been cleaned and restored to the same condition as existed prior to the event.
- C. If the public facilities, property, or rights-of-way used by the participants of the Special Event have not been fully cleaned or restored, the permittee shall be billed for the actual cost for cleanup and restoration, and the cleanup deposit, or a portion thereof, shall be applied toward payment of the bill. If the permittee disputes the bill, the permittee may appeal to the SEA within five days after receipt of the bill. Should there be any unexpected balance on deposit after completion of the work, this balance shall be refunded to the Applicant/sponsor. Should the amount of the bill exceed the cleanup deposit, the difference shall become due and payable to the City upon the Applicant's receipt of the bill.
- D. If an Applicant has unpaid cleaning costs from a previous Special Event, all future Special Event Permit applications will be denied until the debt has been remedied.

12.08.170 Waiver or Reduction in City Support Service Fees.

The City Council adopted Administrative Policy IX-A-6 which sets forth the policy factors and procedure for City Council to consider when administering special event fee waivers to ensure they are approved, limited or denied in a fair non-discriminatory and consistent manner, and to establish mutually beneficial partnerships between the City, event organizers and the

community. The SEA will evaluate requests for waivers or reductions in fees in accordance with the Policy and make a recommendation for a waiver or reduction in fees to the City Council as part of the City's biennial budget process.

12.08.180 Duties of Permittee.

- A. Each permittee shall comply with all terms and conditions of the permit.
- B. Each permittee shall ensure that the person in charge of any Special Event shall carry the permit on his or her person or otherwise have the permit immediately available upon demand.
- C. Each permittee shall ensure the area used for the permitted event is immediately cleaned and restored to the same condition as existed prior to the event.
- D. Each permittee shall comply with all applicable local, state and federal laws, rules and regulations, including, but not limited to, this chapter, the California Fire Code.

12.08.190 Unlawful to Sponsor, Authorize or Participate in an Event without a Permit or Notice.

It is unlawful for any person to sponsor or conduct a Special Event requiring a permit unless a permit has been issued for the event. It is unlawful for any person to participate in a Special Event with the knowledge that the sponsor of the event has not been issued the required permit.

12.08.200 Unlawful to Exceed Scope of Permit.

It is unlawful to exceed the scope of the permit for the event(s) described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof, to willfully violate the terms and conditions of the permit.

12.08.210 Revocation of Permit.

- A. The SEA may revoke a permit upon a finding that the event is not being conducted in compliance with any term, condition, restriction, or limitation of the permit, or if he or she finds that, as a result of changed circumstances, any one or more of the grounds for denial have been met. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or by registered mail. Appeal to the City Council from any such revocation may be taken in accordance with Section 12.08.100.
- B. The SEA, Chief of Police or their designee and/or Fire Captain or their designee may revoke a permit and close a Special Event prior to the expiration of the permit in the event of the occurrence of a riot, major disorder or serious breach of the peace when, in their opinion, it is necessary to prevent injury to persons and/or to property.

12.08.220 Violation—Penalty.

All violations of the provisions of this chapter are infractions, punishable as set forth in Chapter 1.12.

Section 3. Certification.

The City Clerk shall certify to the adoption of this Ordinance and shall cause the same or a summary thereof to be published as required by law.

Section 4. Severability.

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, word, sentence, paragraph, or section, or the application the application of any such provision to any person or circumstance shall be held invalid, the remainder of this Ordinance shall remain in effect, without the invalid provisions or application. The City Council of the City of West Sacramento hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 5. Effective Date.

This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this ___ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Martha Guerrero, Mayor

ATTEST:

Approved as to form:

Jennifer Cusmir, City Clerk

Jeffrey Mitchell, City Attorney

CODIFY X UNCODIFY _____

+West Sacramento Municipal Code

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Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES

Chapter 12.08 SPECIAL EVENTS**12.08.000 Intent of Chapter.**

The City is committed to facilitating a wide range of Special Events that highlight and support the diverse nature of the City. The City recognizes that Special Events provide cultural enrichment, promote economic vitality and enhance community identity and pride. The City recognizes that some events may result in temporary inconveniences or disturbances to residents and businesses in surrounding areas. Permit conditions for a Special Event will consider the benefits of Special Events, while reasonably balancing the City's obligation to protect the public health, safety and peaceful enjoyment of residents and businesses. Permit conditions will also consider the area of the City where the event is proposed and the types of events and activities that were contemplated for that area. The City has designated two Entertainment Districts, the Waterfront Entertainment District and Downtown Entertainment District. These districts have been planned as active and event-oriented areas of the City. It is not the intent of the City in adopting this chapter to regulate or judge the content of events, but instead to provide a workable and content-neutral framework for mitigating the impacts attributable to Special Events. (Ord. 15-3 § 3)

12.08.010 Special Events.

A. A Special Event is defined as any organized activity, formation, parade, procession, a Block Party or assembly, outside of normal business operations other than that which occurs as part of normal business activity, that is likely to meet any one or more of the following criteria:

1. Be attended by one hundred people or more;
2. May obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic on any public or private right-of-way or sidewalk;
3. Can reasonably be expected to be a hazard to the public peace, health, safety or general welfare of the public;
4. Can reasonably be expected to require the provision of City Support Services, such as Police, Fire, Public Works, or Parks Maintenance;
5. Includes the use of amplified sound, fireworks, pyrotechnics, or noisemakers, such as but not limited to, horns, sirens, cannon or gun blast sounds or whistles;
6. Involves the use of temporary structures such as stages or other configurations that would require ~~F~~fire and/or ~~b~~Building ~~i~~nspection approval;
7. Uses tents, canopies or awnings spanning ~~200~~400 square feet or larger;
8. Includes the distribution or sale of alcoholic beverages;
9. Involves the use of mobile ~~feed~~-vendors; or
10. Will be using armed security.

B. Special Events will fall within one of the following categories:

1. Category I. Category I events generally involve fewer than five hundred people and are anticipated to require a minimal need for City Support Services.
2. Category II. Category II events generally range between five hundred and ~~one thousand nine hundred ninety nine~~ two thousand nine hundred and ninety nine ~~three thousand~~ people and are anticipated to require a moderate need for City Support Services.

3. Category III. Category III events generally range between ~~two~~three thousand people and above and are anticipated to require a significant need for City Support Services.

C. The event category typically determines the level of City Support Services required to maintain minimal interference and inconvenience to the general public resulting from the event. (Ord. 15-3 § 3)

12.08.020 Additional Definitions.

“Annual Permit” means an annual permit intended for a series (three or more) of similar Special Events sponsored by the same person or organization in the same twelve (12) month period.~~means an annual Special Event Permit granted for more than one Special Event occurring within a twelve-calendar month period.~~

“Applicant” means any person applying for a permit to conduct or sponsor an event governed by this chapter. Applicants must be eighteen years of age or older.

“Block Party” means an event involving the temporary closure of a public or private right-of-way.

“City Manager” means the City Manager or the City Manager’s designee.

“City Support Services” means city personnel, contractors, and equipment.

“Entertainment District” means an area of the City planned for vibrant and regular Special Events, the boundaries of which have been established by City Council resolution.

“First Amendment” means the First Amendment of the United States Constitution and the equivalent provisions in the California Constitution.

“Non-refundable Permit Application Fee” means a non-refundable fee that is intended to cover the actual costs of processing and reviewing Special Event applications and administering the Special Events permit program.

“Organizer” means any person who is conducting, sponsoring or organizing a Special Event.

“Participant” means a spectator, fan, supporter or any other person attending for the purpose of watching and/or participating in the Special Event.

“Permit” means a Special Event ~~P~~Permit granted pursuant to this chapter.

“Permit ~~A~~Application ~~f~~Fee” means the fee to be paid by the Applicant at the time the application for a permit is filed with the Special Events Administrator.

“Permittee” means any person or organization who has been issued a permit by the City.

“Person” means any individual, firm, partnership, association, corporation, governmental entity, company or organization of any kind.

“Right-of-way” means the dedicated portion of any street or road within the City.

“SEA” means Special Events Administrator, who is the City Manager or his/her designee.

“Sound Engineer” means the individual designated by the SEA to review and monitor preparation and/or implementation of the amplified sound plan for events using amplified sound.

“Sound/Music Supervisor” means the individual designated by the Applicant/permittee to monitor implementation of the amplified sound plan for events using amplified sound. (Ord. 15-3 § 3)

“Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. (Ord. 15-8 § 2)

12.08.030 Permits required—Exemptions.

A. Except as otherwise provided herein, all special events occurring within the city shall be prohibited, unless a permit, properly issued by the ~~special events administrator~~(SEA), has first been obtained.

B. Exemptions. A permit is not required for the following:

1. Funeral processions.
2. Governmental agencies acting within the scope of their authorized function.
3. Regularly scheduled religious services.
4. Category I events held on City property; in such cases organizers shall comply with Chapter [12.12](#) (Parks and Community Facilities) of this code.
5. Category I events held at a private facility that was constructed for the purpose of conducting special events of the type proposed to be held at the facility.
6. Non-commercial special events at private residences. (Ord. 15-3 § 3)

12.08.040 Annual Permits for events occurring at facilities designed for Special Events.

A. Annual Permits will be considered for venues or facilities constructed for the purpose of producing, hosting or staging special or sporting events, and/or in the Entertainment Districts. Except as otherwise provided in this section, these Annual Permits shall be subject to the same rules and regulations applicable to individual permits.

B. Applications for Annual Permits shall be submitted not less than ninety days before the first scheduled event of the calendar year. An Annual Permit application shall be accompanied by a nonrefundable ~~p~~Permit ~~a~~Application ~~application~~ ~~f~~Fee in the amount set by City Council in the Book of Fees. This nonrefundable ~~Permit Application~~ ~~f~~Fee shall be based on cover the actual typical costs associated with of processing and reviewing Special Event Permit applications and administering the Special Events permit pProgram and is not intended to generate revenue that exceeds actual staffing costs for administering the permit review and issuance process.

C. For sporting events, the application shall also include a list of all anticipated activities, not related to game play, held before, during or after the event that would otherwise be deemed a Special Event. By way of example, and not limitation, such additional activities may include: pyrotechnics displays, vehicular races/demonstrations or other hazardous activities, concerts, and animal exhibitions. The SEA can either prohibit, restrict or place conditions on such additional activities when the application is considered.

D. The ~~p~~Permittee shall be responsible for the City's costs in providing a level of public services necessary to ensure the health, safety and welfare of both the Special Event's participants and the community. Upon approval of the Annual Permit, the SEA shall provide the Applicant with a statement of the estimated cost of providing such services for each event. The estimated cost for an initial annual permit shall be based on the Applicant's projected attendance for its first year of operations. Thereafter, the estimated cost shall be based on the City's costs actually incurred in the previous year, modified as necessary to account for changes in the size, scope, or numbers of anticipated events during the term of the permit.

E. The Annual Permit shall authorize the permittee to conduct only such event(s) as is described in the permit, and in accordance with the terms and conditions of the annual permit. It is unlawful for the permittee to willfully violate the terms and conditions of the annual permit, or for any event participate with knowledge thereof, to willfully violate the terms and conditions of the annual permit. Should the holder of an annual permit desire to conduct an activity that would otherwise be deemed a Special Event but is not authorized by the annual permit, the permittee shall be required to obtain an individual Special Event permit for the unauthorized activity.

F. The SEA shall issue the Annual Permit after the application has been approved, the Applicant has agreed in writing to comply with all of the terms and conditions of the permit, and the requirements of this chapter respecting indemnification, insurance, public services and cleanup deposits have been fully satisfied. (Ord. 15-3 § 3)

12.08.050 Permits for Special Events Occurring at Venues or Facilities in Agricultural or Residential Zones not Intended for Special Events as its Primary Purpose.

A. Permits will be considered for events in agricultural and residential zones involving venues or facilities not constructed for the purpose of producing, hosting or staging Special Events or sporting events. These permits shall be subject to the same rules and regulations applicable to other Special Event permits. Please see [Chapter 17.30.220](#).

B. No more than twelve Special Events per calendar year shall be permitted in agricultural or residential zones or at venues or facilities that were not designed or intended for such events as its primary purpose. The Applicant shall submit a Special Event permit application for each event.

12.08.060 Application Procedure.

A. Except as otherwise provided herein, all applications for permits shall be filed with the SEA according to the following;

1. — Category I Events—thirty days prior to the event.
2. —Category II Events—sixty days prior to the event.
3. —Category III Events—one hundred ~~twenty-eighty~~ days prior to the event.

B. Notwithstanding the foregoing, the SEA shall consider an application that is filed after the filing deadline if:

1. The event is a noncommercial activity involving First Amendment expressive activity, and waiving the filing deadline is necessary to protect first amendment rights;
2. The SEA determines that there is sufficient time to process and review the application and to obtain all City Support Services needed for the event. Good cause may be demonstrated by showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file an application within the time prescribed. (Ord. 15-3 § 3)

~~C. Applications received less than the required minimum number of days prior to the event as required in each respect to event category noted above will be subject to a late fee in an amount set by the City Council in the City's Book of Fees.~~

12.08.070 Contents of Application Form.

A. The ~~application for a permit~~ application shall be accompanied by a ~~a Nonrefundable Special Event Permit Application Fee~~ in an amount set by the City Council in the City's Book of Fees. This ~~Nonrefundable Permit Application- Fee~~ shall be based on typical cover the actual costs associated with of processing and reviewing Special Event Permit applications and administering the Special Events Program and is not intended to generate revenue that exceeds actual staffing costs for administering the permit review and issuance process.

B. The application for a permit shall include the information set forth below:

1. Written proof of consent by the owners of the property where the Special Event is to be held;
2. The name, address, email address and telephone number of the Applicant and an alternative contact person;
3. The location of the event, including its boundaries and site plan drawings;
4. If the proposed event is sponsored by an organization, the name, address and telephone number of the organization, and the authorized representative of the organization;
5. The nature and purpose of the event, including a list of all planned activities that are contemplated for the Special Event;

6. The name, address and telephone number of the person(s) who will be present and in charge of the event on the day of the Special Event;
7. Date and estimated starting and ending times of the Special Event;
8. The estimated number of participants/ attendees of the Special Event;
9. The type and estimated number of vehicles, animals and structures which will be used at the Special Event, and whether there will be water aid stations at the Special Event;
10. Whether any food or non-alcoholic beverages will be sold or consumed at the Special Event, and if so, proof of compliance with all applicable local, state and federal laws, rules and regulations, including proof that the Applicant has obtained all necessary permits;
11. Whether any alcoholic beverages will be sold or consumed at the event and, if so, proof of compliance with all applicable laws, rules and regulations of the Alcohol Board of Control (ABC);
12. Parking site plan that include provisions for meeting the guidelines set forth in the Americans with Disabilities Act;
13. The plan for clean-up after the Special Event, including any contracts to effectuate the clean-up;
14. Proof of liability and property insurance;
15. A description of the sanitary facilities to serve the participants of the Special Event;
16. If the event includes a parade or procession, the application shall include (a) the planned route; (b) the number and kind of vehicles, equipment and animals which will be involved; (c) a plan for the assembly and dispersal of the parade/procession; and (d) a statement as to whether the parade/procession will occupy all, or only a portion of, the streets proposed to be traversed;
17. A plan to provide notice to area businesses and/or residents that will likely be significantly impacted by noise, amplified sound, traffic, odor, dust or light from the event. The notice is to be delivered by the Applicant to the impacted area, as determined by the SEA, no later than seventy-two hours prior to the event and will include pertinent information about the event. Within Entertainment Districts, a plan and notification of businesses and residents shall be required for any events expected to have a specific adverse impact on the residents and businesses; and
18. Any additional information that, under the particular circumstances of the Special Event application, the SEA finds reasonably necessary to determine whether to approve or conditionally approve a permit.

C. Amplified Sound Plan. The application shall include an amplified sound plan if the event is using amplified sound. This plan, which must be approved by the SEA prior to the event, as part of the Special Event permit shall include:

1. A list of the sound equipment that will be used at the event;
2. A site plan showing the placement and direction the speakers will be pointed. (Speakers will not be allowed outside of the permitted area);
3. A description of the use of directional speaker systems with cutoff points;
4. The consideration of smaller systems in specific locations throughout the venue, rather than far ranging single amplification systems;
5. Times and duration of planned sound checks; and
6. The name of a Sound/Music Supervisor who will remain on site throughout the event along with contact information and the procedure for contacting the Sound/Music Supervisor if there are issues during the event.

Decibel and other sound check measures may be required at pre-determined locations throughout the event timeframe. The Sound/Music Supervisor shall have the results of the decibel and other sound check measures available should he/she need to respond to an inquiry.

Depending on the magnitude of an event, the SEA may require that the Applicant's amplified sound plan be reviewed and monitored by a professional sound engineer hired by the City. The cost of the City's Sound

Engineer will be borne by the Applicant. The City's Sound Engineer may require modifications to the amplified sound plan that will maintain the integrity of the event while minimizing the impact on surrounding areas.

Amplified sound guidelines will be set forth as one of the conditions in the Special Event Permit. Additionally, the City's Sound Engineer will monitor sound pursuant to the standards approved in the Special Event Permit. The City Sound Engineer will perform at the Applicant's expense and will be in ongoing contact with the Sound/Music Supervisor throughout the event to ensure compliance. (Ord. 15-3 § 3)

12.08.080 Action on Application.

The SEA shall approve, conditionally approve or deny an application no fewer than ten calendar days prior to the scheduled event; or thirty calendar days after the receipt of a complete Category II application; or forty-five days after the receipt of a complete Class III application. Denials shall be based on one or more of the conditions or criteria specified in this chapter. In the event of special circumstances, as determined by the SEA, time limits for such a determination may be reasonably extended. (Ord. 15-3 § 3)

12.08.090 Permit Conditions.

The SEA may condition the issuance of a permit by imposing reasonable restrictions on the time, place and manner of conducting the event as are necessary or appropriate to protect persons and property and to control traffic, provided that such restrictions shall not unreasonably interfere with the right of free speech. Such conditions may include, but are not limited to, the following:

- A. Alteration of the staffing for, or the date, time, route or location of the event;
- B. Conditions concerning accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of a street;
- C. Requirements for provision of first aid and sanitary facilities, including the presence of emergency medical services personnel for all Category III Special Events;
- D. Requirements for use of event monitors and providing notice of permit conditions to event participants;
- E. Approval of any proposed private security forces;
- F. Restrictions on the number and type of vehicles, animals or structures at the event;
- G. Compliance with animal protection ordinances and laws;
- H. Requirements for use of garbage containers, cleanup, and restoration of City property;
- I. Conditions to address noise in general, traffic, odor, dust or lighting;
- J. Restrictions on the time and use of fireworks, amplified sound and noise makers such as but not limited to, horns, sirens, canon or gun blast sounds and whistles. With the exception of July 4th and New Year's Eve into the new year, these sounds shall be restricted in Entertainment districts to no later than ten p.m. Sunday through Thursday and midnight on Friday and Saturday. In all other areas of the City these sounds shall be restricted to ten p.m. Sunday through Saturday;
- K. Permits for Block Parties may be conditioned on having approval of at least fifty percent a majority of all residents living on streets affected by the block party~~the affected streets~~;
- L. Compliance with any relevant ordinance or law and obtaining any legally required permit or license;
- M. Adequate proof of payment of the City Support Service fees;
- N. Adequate proof of compliance with the clean-up requirements; and
- O. Facilities designed for Special Events and operating under the terms of an existing use permit shall comply with the operating conditions and limitations set forth in the use permit, and in the event any of those terms conflict with the terms set forth in this chapter, the use permit shall control. (Ord. 15-3 § 3)

12.08.100 Grounds for Denial.

A. The SEA shall approve an application for a permit unless he or she determines, from a consideration of the application or other pertinent information, that:

1. Information contained in the application, or supplemental information requested from the Applicant, is false in any material detail;
2. The application is incomplete, or the Applicant failed to complete the application after having been notified of the additional information or documents required;
3. The Applicant undertook a prior Special Event without a required permit or otherwise in violation of this chapter;
4. The Applicant failed to pay the additional costs of a prior Special Event charged pursuant to Section [12.08.140\(C\)](#);
5. Another permit application has been received prior in time, or has already been approved, to hold another event at the time and place requested by the Applicant or so close in time and/or place as to cause undue traffic congestion, or the [pPolice](#) department is unable to meet the needs for [pPolice](#) services for both events;
6. The concentration of persons, animals and vehicles at the site of the event, or the assembly and disbanding areas around the event, will either prevent proper [pPolice](#), [fFire](#) or emergency medical services to areas contiguous to the event or exceed the capabilities of the [pPolice](#), [fFire](#) or emergency medical services needed to adequately protect the participants from the conduct of others;
7. The size of the event will require diversion of so great a number of City [pPolice](#) officers and other public employees to ensure that participants stay within the boundaries or route of the event, or to protect participants in the event, as to prevent normal protection to the rest of the City. Nothing herein authorizes denial of a permit when additional peace officers or approved private security forces to supplement these peace officers would be available to the City, if requested by the City in advance of the event. Nothing herein authorizes denial of a permit because of the need to protect participants from the conduct of others, if reasonable conditions can be imposed to allow for adequate protection of event participants with the number of [pPolice](#) officers available to police the event;
8. The location of the event will substantially interfere with any construction or maintenance work scheduled to take place upon or along the City streets or a previously granted encroachment permit;
9. The event will occur at a time when a school is in session at a route or location adjacent to the school or class thereof, and the noise created by the activities of the event would substantially disrupt the educational activities of the school or class thereof;
10. Given the nature of the Special Event, and/or the past history of the Applicant, sponsors and/or participants, the SEA reasonably determines that event presents a substantial risk to the health, safety and welfare of the participants and/or local residents that cannot be adequately mitigated using available public resources; or
11. The Applicant failed to comply with the [California Fire Code](#) during previous Special Events.

B. When the grounds for denial specified in subsections (A)(4) through (A)(10) of this section can be corrected by altering either the staffing for, or the date, time, duration, route, or location of the event, the SEA shall, instead of denying the application, conditionally approve the application upon the Applicant's written acceptance of conditions for permit issuance. The conditions imposed pursuant to this section shall provide for only such modifications of the Applicant's proposed event as are necessary to achieve compliance with subsections (A)(4) through (A)(10) of this section.

C. If the application is denied, the SEA shall inform the Applicant of the grounds for denial in writing. If the application is conditionally approved, the SEA shall inform the Applicant of any permit conditions at the time the application is approved. (Ord. 15-3 § 3)

12.08.110 Permit Issuance.

A. The SEA shall issue the permit after the application has been approved, the Applicant has agreed in writing to comply with all of the terms and conditions of the permit, and the requirements of this chapter have been fully satisfied.

B. The SEA shall not withhold the issuance of a permit if the primary purpose of the proposed event is First Amendment expressive activity and the Applicant has requested a waiver pursuant to Section [12.08.1670](#). (Ord. 15-3 § 3)

12.08.120 Appeal Procedure.

A. The Applicant may appeal to the City Council the denial or conditional approval of a permit, or the revocation of a permit pursuant to Section [12.08.210](#).

B. Appeals shall be conducted pursuant to Chapter [1.08](#) of this code.

C. Notwithstanding Chapter [1.08](#), all appeals shall be filed with the City Clerk no later than five days following the notice of decision by the SEA. (Ord. 15-3 § 3)

12.08.130 Indemnification Agreement.

Prior to the issuance of a permit, the Applicant shall execute an indemnification agreement. The agreement shall provide that the Applicant shall defend, indemnify and hold harmless the City and its officers, officials, employees and volunteers from any liability to any persons or property resulting from any damage or injury occurring in connection with the permitted event, insofar as permitted by law. (Ord. 15-3 § 3)

12.08.140 Insurance.

A. The permittee of a Special Event must possess or obtain public liability insurance to protect against liability for personal injury and property damage arising from the event. Coverage shall be a comprehensive general liability insurance policy. Minimum limits required:

1. Two million dollars for each occurrence combined single limit bodily injury and property damage.

2. If food or nonalcoholic beverages are to be sold or served at the event, the policy must also include an endorsement for products liability in an amount not less than five hundred thousand dollars. If alcoholic beverages are to be sold or served at the event, the policy must also include an endorsement for liquor liability in an amount not less than five hundred thousand dollars.

B. Insurance required pursuant to this section shall be maintained for the duration of the event and shall:

1. Name the City, its officers, officials, employees and volunteers on the policy or by endorsement as additional insureds on the Applicant's policies of insurance.

2. Be a primary policy and not contributory or in excess of any policy of City.

3. Declare all deductibles on the policy. (Ord. 15-3 § 3)

12.08.150 City Support Service Fees.

A. Upon approval of an application for a permit, the SEA shall provide the Applicant with a statement of the estimated cost of providing City Support Services. The cost of such services shall be solely borne by the Applicant and shall be paid to the City at the time the event is permitted. A permit will not be issued unless fees have been paid.

B. The City Support Service Fees will be established by the City Council in the Book of Fees. The amount of such fees shall be based on the City's actual cost of providing the services necessary to ensure the safety of both the Special Event's participants and the community.

C. If the actual cost of City Support Services for the event is less than the estimated cost, the applicant will promptly be refunded the difference by the City. If the actual cost for City Support Services is more than the estimated cost, the difference shall become due and payable to the City upon the permittee's receipt of a statement of costs. (Ord. 15-3 § 3)

12.08.160 Cleanup Deposits for Certain Special Events.

A. The Applicant for an event in public facilities or on public property or rights-of-way involving the sale of food or beverages, erection of structures, horses or other large animals, or water aid stations, shall be required to provide a cleanup deposit prior to the issuance of a permit. As an alternative to such deposit, the Applicant may provide a written contract for event cleanup.

B. The cleanup deposit shall be returned after the event, if the area used for the event has been cleaned and restored to the same condition as existed prior to the event.

C. If the public facilities, property, or rights-of-way used by the participants of the Special Event have not been fully cleaned or restored, the permittee shall be billed for the actual cost for cleanup and restoration, and the cleanup deposit, or a portion thereof, shall be applied toward payment of the bill. If the permittee disputes the bill, the permittee may appeal to the SEA within five days after receipt of the bill. Should there be any unexpected balance on deposit after completion of the work, this balance shall be refunded to the Applicant/sponsor. Should the amount of the bill exceed the cleanup deposit, the difference shall become due and payable to the City upon the Applicant's receipt of the bill. (Ord. 15-3 § 3)

D. If an Applicant has unpaid cleaning costs from a previous Special Event, all future Special Event Permit applications will be denied until the debt has been remedied.

12.08.170 Waiver or Reduction in City Support Service Fees.

~~The city council may adopt a policy setting forth acceptable guidelines and considerations for the waiver or reduction in city support service fees and deposits. The SEA will evaluate requests for waivers or reductions in fees and deposits in accordance with the policy and make a recommendation for a waiver or reduction in fees to the city council, which will make the final decision. (Ord. 15-3 § 3)~~

The City Council adopted Administrative Policy IX-A-6 which sets forth the policy factors and procedure for City Council to consider when administering special event fee waivers to ensure they are approved, limited or denied in a fair non-discriminatory and consistent manner, and to establish mutually beneficial partnerships between the City, event organizers and the community. The SEA will evaluate requests for waivers or reductions in fees in accordance with the Policy and make a recommendation for a waiver or reduction in fees to the City Council as part of the City's biennial budget process.

12.08.180 Duties of Permittee.

A. Each permittee shall comply with all terms and conditions of the permit.

B. Each permittee shall ensure that the person in charge of any Special Event shall carry the permit on his or her person or otherwise have the permit immediately available upon demand.

C. Each permittee shall ensure the area used for the permitted event is immediately cleaned and restored to the same condition as existed prior to the event.

D. Each permittee shall comply with all applicable local, state and federal laws, rules and regulations, including, but not limited to, this chapter, the [California Fire Code](#). (Ord. 15-3 § 3)

12.08.190 Unlawful to Sponsor, Authorize or Participate in an Event without a Permit or Notice.

It is unlawful for any person to sponsor or conduct a Special Event requiring a permit unless a permit has been issued for the event. It is unlawful for any person to participate in a Special Event with the knowledge that the sponsor of the event has not been issued the required permit. (Ord. 15-3 § 3)

12.08.200 Unlawful to Exceed Scope of Permit.

It is unlawful to exceed the scope of the permit for the event(s) described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof, to willfully violate the terms and conditions of the permit. (Ord. 15-3 § 3)

12.08.210 Revocation of Permit.

A. The SEA may revoke a permit upon a finding that the event is not being conducted in compliance with any term, condition, restriction, or limitation of the permit, or if he or she finds that, as a result of changed circumstances, any one or more of the grounds for denial have been met. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or by registered mail. Appeal to the City Council from any such revocation may be taken in accordance with Section [12.08.100](#).

B. The SEA, Chief of Police or their designee and/or Fire Captain or their designee may revoke a permit and close a Special Event prior to the expiration of the permit in the event of the occurrence of a riot, major disorder or serious breach of the peace when, in their opinion, it is necessary to prevent injury to persons and/or to property. (Ord. 15-3 § 3)

12.08.220 Violation—Penalty.

All violations of the provisions of this chapter are infractions, punishable as set forth in Chapter [1.12](#).

MEETING DATE: June 15, 2022

ITEM # 16

SUBJECT:

**PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 22-54 UPDATING
THE CITY OF WEST SACRAMENTO BOOK OF FEES FOR SPECIAL EVENTS**

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Erin Rivas, Business Manager
Parks and Recreation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide information for the purpose of conducting a public hearing for Council consideration of Resolution 22-54 updating the Book of Fees for Special Events.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Conduct a public hearing; and
2. Adopt Resolution 22-54 updating the Book of Fees for Special Events.

BACKGROUND

On September 15, 1999, the City Council adopted Ordinance No. 99-14 enacting Chapter 12.08 of the Municipal Code relating to Special Events. Chapter 12.08 recognizes that special events provide cultural enrichment, promote economic vitality, and enhance community identity and pride. Information included in Chapter 12.08 defines event categories by size/type, permit application procedures and permit conditions, including insurance requirements. On June 20, 2015, Council adopted Ordinance 21-5 which established two Entertainment Districts (the Waterfront Entertainment District and Downtown Entertainment District) and further promoted special event activity in the City.

The Book of Fees associated with Special Events was last amended on October 18, 2017, via Council adoption of Resolution 17-60 to align with more recent Municipal Code updates, including updated definitions of event categories by size/type, clarifying permit application timelines, and incorporating late fees for delinquent applications.

ANALYSIS

Since 2016, the number of special event permit applications received each year has increased significantly. On average, over 100 special event permit applications are processed each year. Of that amount, more than half of the events are large (500 people or more), ticketed events drawing people from all over the region/State. The growing number and complexity of special event permit applications has resulted in increased staffing costs to process applications. An interdisciplinary team of staff, including Parks, Police, Fire, Transportation, Parking, Building and Public Works department representatives, must review each application to ensure the safety of residents and event participants. In 2020, staff began working with Willdan Consulting as part of a citywide fee update process to evaluate the cost associated with the review and processing of Special Event Permit applications, including all overhead costs. The analysis showed that the cost to process and permit special event permits is much greater than the revenue received from current permit application fees.

Additionally, West Sacramento Special Event Permit fees have not kept pace with the fees of neighboring jurisdictions. This has resulted in more event organizers pursuing West Sacramento as a preferred, less expensive venue. In an effort to recover more of the City staff costs required to process permits and to better align permit fees with those of neighboring jurisdictions, staff is proposing to increase Special Event Permit fees.

The following summarizes the current average cost to process a Special Event Permit by event type, as well as the current and proposed updated special event permit fees.

Event Type	Actual Cost	Current Fees	Proposed Fees
Application Fee	\$200	\$0-\$35	\$50
Special Event Notification	\$735	\$5	Incl. above
Category I Event (100-499 participants)	\$2,400	\$15	\$150
Category II Event (500-2,999 participants)	\$5,500	\$35	\$250
Category III Event (3,000+ participants)	\$9,000	\$50	\$500
Additional Processing Fee for Category II and III Ticketed Events (if needed)	N/A	N/A	Up to \$2 per participant

In addition to the standard permit processing fees, staff is also proposing an additional fee that may be applied to Category II and III ticketed events, as needed, in an amount not to exceed \$2 per participant, in order to recover staffing costs associated with permit processing. This fee would be applied for events that require extensive staff reviews, site visits and coordination with outside agencies and could be easily incorporated into event registration costs. It is important to note that the majority of events that would trigger the additional processing fee are focused on drawing non-local participants (i.e. Ironman, Shamrock'n Half Marathon, etc.). This additional processing fee is based on typical costs incurred in processing these permits and is not intended to generate revenue that exceeds actual staffing costs for administering the permit review and issuance process.

For benchmarking purposes, the following table summarizes staff's proposed updated Special Event Permit fees, along with similar fees charged by other nearby jurisdictions.

Fee Type	West Sac Current	West Sac Proposed	Davis	Woodland	Sacramento	Rancho Cordova
Application Fee	\$0-\$35	\$50	Incl. below	\$56-\$90	\$50	\$25
Deposits	\$250	\$250	\$218-\$718	\$250+	Varies	Varies
Permit Fees						
Events 1-99	\$5	Incl. above	\$77	\$100	\$50	\$50
Events 100-499	\$15	\$150	\$100	\$100	\$250-\$550	\$500
Events 500-2,999	\$35	\$250	\$200	\$100	\$250-\$550	\$1,000
Events 3,000+	\$50	\$500	\$308	\$100	\$950-\$1,350	\$2,000
Alcohol Fees	N/A	N/A	N/A	\$290-\$423	N/A	N/A
Amplified Music Fee	N/A	N/A	N/A	\$580-\$845	N/A	N/A
Non-Resident Fee	N/A	N/A	N/A	100% Markup	N/A	N/A
Plan Review/Inspections	N/A	N/A	\$204	N/A	N/A	\$420

The proposed updated fees help to recover more staff costs associated with administering and processing Special Event permits and are still competitive with fees charged in neighboring jurisdictions. This item is being considered concurrent with Municipal Code updates proposed under a separate agenda item.

Environmental Considerations

This action is not a project subject to CEQA because it involves the establishment, modification, structuring, restructuring, or approval of rates, tolls fares, or other charges by public agencies which the public finds are for the purpose of meeting operating expenses: and the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may result in potentially significant physical impact on the environment (California Pub. Res. Code section 21080; CEQA Guidelines section 15378).

Commission Recommendation

On June 7, 2022, the proposed Special Event Permit Book of Fee updates were shared with the Parks, Recreation, and Intergenerational Services Commission as part of the Director's Report. The Commission was supportive of the City's Special Event Program and updating the fees to better recover staffing costs.

Strategic Plan Integration

This project supports the City Council's 2019 Strategic Plan Goal, West Sacramento: A Preferred Place to Live, Work, and Play by providing a mechanism for facilitating a wide range of special events that highlight and support the diverse nature of the City. Additionally, this item supports the City's 2019 Strategic Plan Management Agenda High Priority item: "Parks, Recreation and Open Space Master Plan Implementation." Updating the Special Event Permit fees aligns with Implementation Strategy #6, Recreation Programming, "Update the Special Events policy to ensure equitable utilization of City resources when supporting external events."

Alternatives

The Council's primary alternatives include:

1. Propose additional modifications to the Book of Fees related to Special Events; or
2. Postpone taking action on this item.

Staff does not recommend Alternatives 1 or 2 as it will delay updates to the Book of Fees, which will result in loss of future revenues needed to recover staffing costs.

Coordination and Review

The proposed Book of Fee updates were coordinated with the Police, Fire, Public Works, Economic Development and Housing, Community Development and Finance departments, as well as the City Manager's Office and the City Attorney.

Budget/Cost Impact

The proposed updates to the Book of Fees will improve cost recovery of City staff costs associated with processing Special Event Permits. The proposed updated fees will also help to reduce reliance on General Fund money needed to support special events in the City; however, it is important to note that a significant portion of the cost of reviewing applications, approving permits, and managing the process around special events will remain subsidized by General Fund tax revenues.

ATTACHMENT(S)

1. Resolution 22-54

RESOLUTION 22-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
APPROVING AN UPDATE TO THE BOOK OF FEES FOR SPECIAL EVENTS**

WHEREAS, the City Council has the authority to establish fees or service charge which do not exceed the reasonable cost of enforcing regulatory activities or providing products or services; and

WHEREAS, on September 15, 1999, the City Council adopted Ordinance 99-14 enacting Chapter 12.08 of the Municipal Code relating to Special Events; and

WHEREAS, the City Council is committed to facilitating a wide range of Special Events that highlight and support the diverse nature of the City; and

WHEREAS, the City Council recognizes that Special Events provide cultural enrichment, promote economic vitality and enhance community identity and pride; and

WHEREAS, the City Council has exercised this authority by adopting Resolution No. 89-128 establishing the City of West Sacramento Book of Fees; and

WHEREAS, this Book of Fees is amended from time to time to reflect changes in the cost of enforcing regulatory activities or providing products or services; and

WHEREAS, the recent cost of service study showed that the City's cost of reviewing applications, processing special event permits, and managing the special event process is significantly higher than the current fees being charged and are significantly lower than surrounding jurisdictions for the same services; and

WHEREAS, the City Council wishes to amend the Book of Fees to adopt fees for various City services; and

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND FOUND by the City Council of the City of West Sacramento that:

1. The various fee and fine schedules attached (as Exhibit A) hereto and incorporated by reference herein are hereby adopted into the City of West Sacramento Book of Fees.

2. The City Council finds that as required by various government codes, it has held at least one public hearing at which oral or written presentations could be made, as part of a regularly scheduled meeting, and that notice of the time and place of the meeting including a general explanation of the matter to be considered, and a statement that the data of this matter is available, was noticed by publication two times over a period of ten days with at least five days intervening over dates of publication, in a newsletter of general circulation in the City; and a first class mailing was made to anyone filing a written request.

3. The fees and charges adopted herein are to become effective on June 15, 2022, unless otherwise indicated on the fee schedule or provided for in California law.

PASSED AND ADOPTED by the West Sacramento City Council this 15th day of June 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Martha Guerrero, Mayor

ATTEST:

Laurie Ledesma, Sr. Deputy City Clerk

BOOK OF FEES

Description	Authority	Effective Date
SPECIAL EVENT PERMIT FEE	Resolution 1722- 6054	Oct. 18, 2017 <u>June 15,</u> <u>2022</u>

Fee Schedule

<p>On September 15, 1999, the City Council adopted Ordinance 99-14 enacting Chapter 12.08 of the Municipal Code relating to special events. Section 12.08.130 Public Service Fees provides for permittee to pay all costs for police, fire, emergency medical, and other City services for public safety at the event.</p>		
A. SPECIAL EVENT PERMIT (SINGLE EVENT)		
1.	Application f Fee (Non-Refundable)	<u>\$50.00</u>
2.	Processing Fee	
	Estimated number of participants:	
	• 0-99 (Notification Only, Pending Event Review)	<u>\$05</u>
	• 100 – 499 (Category I)	<u>\$150.00</u>
	• 500 – 2999 (Category II)*	<u>\$3250.00</u>
	• 3000+ (Category III)*	<u>\$5500.00</u>
	<u>*Category II and III ticketed events may be subject to an additional fee not to exceed \$2 per participant to offset permit processing costs</u>	
23.	Late f Fees .. **	
	If filed no later than 30 days before the special event	None
	If filed no later than 15 days before the special event	<u>\$15.00</u>
	If filed 7 days or less before the special event	<u>\$35.00</u>
	Special event permit application submittals	
	• Special Event Notification – Less than 14 days prior to event date	<u>\$25.00</u>
	• Category I – no-l ess than 30 days prior to event date	<u>\$50.00</u>
	• Category II – no-l ess than 60 days prior to event date	<u>\$75.00</u>
	• Category III – no-l ess than 180 days prior to event date	<u>\$100.00</u>
	<u>**Applications submitted late may not be processed in time for the event to proceed</u>	
34.	Direct Cost r Recovery f Fees	
	<u>The permittee shall be responsible for the City's direct costs in providing a level of public services (Police, Fire, emergency medical services and parking) necessary to ensure the health, safety and welfare of both the special event's participants and the community. Fees may be collected for extraordinary costs determined on a case-by-case basis. An estimated fee for these costs shall be paid in advance of the event and adjusted after the event based on actual costs. Hourly billing rates are based</u>	

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
SPECIAL EVENT PERMIT FEE	Resolution 1722- <u>6054</u>	Oct. 18, <u>2017</u> June 15, <u>2022</u>

Fee Schedule

	on the cost of delivering the services, including direct costs such as salaries and benefits (at step E), maintenance and operations costs, and indirect costs such as accounting, data processing, and insurance. (Example: Hourly salary and benefit rate, plus maintenance and operations expense calculated as 25% of the hourly salary and benefit rate, plus indirect costs calculated as 20% of the hourly salary and benefit rate. [\$50.00, plus \$12.50, plus \$10.00 equals \$72.50 service fee].)	
	The number of employees <u>and/or equipment required to support the event deployed</u> will generally be related to the number of people expected to attend <u>the event, as well as traffic control needed, in accordance with the following guidelines:</u>	
	Special Event Notification Category 1 Event (50 — 499 people). No direct public safety implications. This category is intended simply to provide a “heads-up” that the event will occur. Events in this category would include events in City facilities, City parks, private homes, charter schools, affairs at the VFW Hall, church gatherings, and so on. Exceptions, however, may occur. For example, the ILW Hall sometimes rents to the Hell’s Angels which historically has required police and fire deployments.	
	Category 2 Event (500 — 2,999 people). Events in this category require police and perhaps fire deployments. These events include Community Day Parade, Little League parades, Port Fest and some WUSD fairs.	
	Category 3 Event (3,000 or more people). This category is intended for events in locations such as Raley’s Stadium and The Barn. These events for concerts, shows, tournaments, and so on, will require major police, traffic control and possibly fire deployments. Extra fees may include \$2.35 per hour per employee for street sweeping.	
B.	ANNUAL PERMIT <u>(MULTIPLE EVENTS)</u> - Includes Sutter Health Park Baseball- BASEBALL	
1.	Application f <u>Fee (Non-Refundable)</u>	\$125 <u>200.00</u>
2.	Amortization fee	<u>\$3,620.00</u>
32.	<u>Direct Actual eCost Recovery Fees</u>	
	The permittee shall be responsible for the eCity’s <u>direct</u> costs in providing a level of public services (<u>p</u> Police, <u>f</u> Fire, emergency medical services and parking) necessary	

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
SPECIAL EVENT PERMIT FEE	Resolution 1722- 6054	Oct. 18, 2017 <u>June 15,</u> <u>2022</u>

Fee Schedule

	to ensure the health, safety and welfare of both the special event’s participants and the community. Staffing costs will be billed per Section A.4. Deposit for estimated cost—The An estimated fee for these costs must be paid in advance and adjusted after the event based on actual costs. e Costs shall be based on estimated costs or the City’s <u>actual</u> costs actually incurred in the previous year, <u>if applicable, and</u> modified as necessary to account for the changes in the size, scope or numbers of anticipated events during the term of the permit.
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HISTORY:

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Res. 13-2	3/20/13	Change rate formula to be consistent citywide.
Res. 17-60	10/18/17	Updated language.
<u>Res. 22-54</u>	<u>6/15/22</u>	<u>Updated fees.</u>

MEETING DATE: June 15, 2022

ITEM # 17

SUBJECT:

CONSIDERATION OF RESOLUTION 22-85 CALLING AN ELECTION AND REQUESTING THE YOLO COUNTY BOARD OF SUPERVISORS TO PERMIT THE COUNTY CLERK OF YOLO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL ELECTION TO BE HELD IN THE CITY ON NOVEMBER 8, 2022 IN CONSOLIDATION WITH THE GENERAL ELECTION

INITIATED OR REQUESTED BY:
 Council Staff

 Other
REPORT COORDINATED OR PREPARED BY:
 Jon Robinson, Deputy City Manager
City Manager's Office
ATTACHMENT Yes No

 Information

 Direction

 Action
OBJECTIVE

The purpose of this report is to facilitate Council consideration of a potential ballot measure to allow voters to decide whether the term of the City's mayor position will remain at its current duration of two years or be changed to four years.

RECOMMENDED ACTION

Staff recommends that the Council hear staff's presentation, hear public testimony, then:

If the Council wishes to proceed with a ballot measure to allow voters to determine whether the term of the city's mayor position should continue to be two years or whether it should change to four years:

1. Approve Resolution 22-85 authorizing the submission of a ballot measure for the November 2022 election allowing West Sacramento voters to determine the term of the position of mayor in West Sacramento, with the proviso that if the Yolo County Superior Court orders a change to the term of Mayor from two years to four years, that this approval is automatically rescinded; and
2. Authorize the City Manager or his designee to take any actions necessary to place the ballot measure authorized in Resolution 22-85 onto the ballot for the November 8, 2022 election, including but not limited to filing all necessary paperwork with Yolo County,

If the Council does not want to proceed with the ballot measure to allow the voters to determine the term of the mayor position, the Council may simply take no action, in which case the mayoral term would remain at its current two years unless altered by court action.

BACKGROUND

Since February 2022, the City has been working to transition from its current at-large election system to a district-based system.

At its meeting of May 18, the Council adopted a resolution formally selecting a final district map and conducted the first reading of Ordinance 22-17 that would officially transition the City from at-large to district elections. At this meeting, the Council also directed staff to return on June 1 with a workshop to facilitate a discussion about potentially allowing the voters to decide via ballot measure whether the mayoral term should continue to be two years, or whether it should be changed to four years.

On June 1, the Council conducted the second reading and adopted Ordinance 22-7. Therefore, the City is now prepared to submit all the necessary paperwork to effectuate district-based elections in time for the November 2022 Statewide General Election, subject to any relevant direction from the court.

In a separate agenda item on June 1, the Council also conducted a workshop on the issue of the proposed ballot measure. The consensus among Council members was that the draft ballot language presented in that staff report, which is the same as is included in Resolution 22-85 (see Attachment 1), was acceptable. The Council directed staff to return at its meeting of June 15 with a resolution to allow the Council to consider whether to proceed with the ballot measure.

ANALYSIS

Yolo County's deadline for the submission of resolutions requesting ballot measures is generally June 21. On June 3, the Yolo County Clerk-Recorder informed the City that he is willing to ask the Board of Supervisors to grant him special authority to approve requests for consolidated elections received no later than August 12. The Council could, therefore, delay this action and direct staff to request that the Clerk-Recorder make such a

request. We know of no reason why the Board of Supervisors would deny the request, however that is a matter within the Board of Supervisors' discretion. In the absence of action by the Board of Supervisors granting such authority to the Clerk-Recorder, this evening is the last regular meeting at which the Council can approve a resolution to submit a ballot measure allowing voters to determine the term of the mayor position in time for the November 2022 election.

An additional consideration concerns a hearing pending before the Yolo County Superior Court. Plaintiff's Council (in the matter of *LIRN et al. v. City of West Sacramento*) has asked the Court to order that the Mayor's term be extended from two to four years, without a vote, beginning with the November 2024 Mayoral election. Although the Parties asked for a hearing on June 10, the first available date for the Court was June 16. Given this hearing date, the City Attorney requests that if the City Council decides to approve Resolution 22-85, it make that approval contingent – if the Court orders a change in the Mayor term, Council's approval of Resolution 22-85 would be automatically rescinded. Staff's recommended action includes this automatic rescindment feature.

Staff does not have a recommendation as to whether the Council should proceed with the ballot measure. Should the Council wish to proceed with the ballot measure, staff recommends the actions noted as (1) and (2) in the Recommended Action section of this report. If the Council decides it does not wish to proceed with the ballot measure, it can simply take no action this evening.

Next Steps

Barring Council actions necessitated by the court's direction in the *LIRN, et al* case, this item represents the last legislative action required of the Council to effectuate district-based elections in West Sacramento. Staff will work with Yolo County to effectuate district elections for the November 2022 election, subject to any court-required actions, and will keep the Council apprised on this effort.

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060(c), 15378(a).)

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

The Council's primary alternatives are:

1. Approve Resolution 22-85 which would authorize the submission of a ballot measure for the November, 2022 election allowing West Sacramento voters to determine the term of the position of mayor in West Sacramento, with the contingency noted in the recommended action; and authorize the City Manager or his designee to take any actions necessary to place the ballot measure described in this report onto the ballot for the November, 2022 election, including but not limited to filing all necessary paperwork with Yolo County; or
2. Take no action, which would leave the mayoral term at two years barring intervention from the court.

Staff is prepared to effectuate Alternative 1 at the Council's direction. Alternative 2 does not require staff action.

Coordination and Review

This report was prepared by the City Manager's Office, in collaboration with the City Attorney.

Budget/Cost Impact

N/A

ATTACHMENTS

1. Resolution 22-85

RESOLUTION 22-85

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
CALLING AN ELECTION AND REQUESTING THAT THE YOLO COUNTY BOARD OF
SUPERVISORS PERMIT THE COUNTY CLERK OF YOLO COUNTY TO RENDER SPECIFIED
SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL ELECTION TO BE HELD
IN THE CITY ON NOVEMBER 8, 2022 IN CONSOLIDATION WITH THE STATEWIDE GENERAL
ELECTION**

WHEREAS, the City Council of the City of West Sacramento adopted Resolution 03-128 on November 19, 2003 placing a ballot measure on the ballot for a special election on March 2, 2004 asking voters to consider three questions regarding a directly elected mayor; and

WHEREAS, the voters of the City voted in favor of a directly elected mayor with a term of office of two years; and

WHEREAS, the City is currently transitioning from selecting its Council Members through at-large elections to selecting its Council Members by and from districts to further the purposes of the California Voting Rights Act; and

WHEREAS, the City Council finds that electing a directly elected mayor to a term of office of four years would further support the purposes of the California Voting Rights Act; and

WHEREAS, Government Code Section 34900 authorizes the City Council to submit to the voters the question of whether the term of office for the directly elected mayor should be changed from two years to four years; and

WHEREAS, the City Council finds that voters should consider the question of whether the term of the directly elected mayor should be changed from two years to four years; and

WHEREAS, the City is concurrently requesting that the Elections Division of the County Assessor/Clerk-Recorder/Elections Department for Yolo County (the "Elections Division") provide the City of West Sacramento with services necessary to conduct a municipal election, that the Yolo County Board of Supervisors permit the Elections Division to render the election services specified herein, and that the municipal election be consolidated with the Statewide General Election on November 8, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of West Sacramento does hereby resolve, declare, determine, and order as follows:

Section 1. The City Council of the City of West Sacramento respectfully requests the voters of the City of West Sacramento shall vote a ballot initiative to consider the question:

BALLOT MEASURE __	Yes
Change in the Length of Term of Mayor of the City of West Sacramento	
Shall the term of the office of mayor of the City of West Sacramento be changed from two years to four years beginning with the Statewide General Election on November 5, 2024?	No

Section 2. The City Council of the City of West Sacramento respectfully requests that the Elections Division place the ballot initiative on the ballot of the consolidated Statewide General Election on November 8, 2022.

Section 3.

A. Pursuant to California Elections Code section 9282, on behalf of the City Council, the Mayor is hereby authorized to prepare a written argument in favor of the proposed measure, not to exceed three hundred (300) words. At the Mayor’s discretion, the argument may also be signed by members of the City Council or bona fide associations, or by individual voters who are eligible to vote on the measure. In the event that an argument is filed against the measure, the Mayor is also authorized to prepare a rebuttal argument on behalf of the City Council, which may also be signed by members of the City Council or bona fide associations, or by individual voters who are eligible to vote on the measure.

B. Pursuant to California Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a certified copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit the impartial analysis to the Yolo County Registrar of Voters.

C. Pursuant to California Elections Code section 9285, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk is directed to send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor.

Section 4. The City Council hereby authorizes reimbursement to Yolo County for services rendered related to this ballot initiative.

PASSED AND ADOPTED this 15TH day of June, 2022 by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Jennifer Cusmir, City Clerk

MEETING DATE: June 15, 2022

ITEM # 18

SUBJECT:



CONSIDERATION OF PROPOSED ORGANIZATIONAL MODIFICATIONS AND RELATED PERSONNEL ACTIONS, UPDATE TO EXISTING JOB CLASSIFICATION DESCRIPTIONS, AND UPDATES TO PUBLICLY AVAILABLE PAY SCHEDULE, AND AUTHORIZED POSITION LIST FOR FISCAL YEARS 2021/22 & 2022/23

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Amanda Berlin, Assistant City Manager
 Kaitlyn Montez, Sr. HR Analyst
City Manager's Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to seek City Council approval for proposed organizational modifications and related personnel actions; updated job classification descriptions to reflect department/division/organizational realignment; and updates to the publicly available pay schedule for FYs 2021/22 and 2022/23 and Authorized Position List for FYs 2021/22 and 2022/23.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the modifications to title and job classification description for Deputy City Manager/Chief Innovation Officer to Deputy City Manager/Director of Innovation & Technology; and
2. Approve the modifications to title and job description for Director of Finance & Technology to Director of Finance; and
3. Approve the amended Police & Fire Recruit benefit summaries; and
4. Approve the amended and updated publicly available pay schedule (Classification Plan) for Fiscal Year 2021/22 & 2022/23; and
5. Approve the amended and updated Authorized Position List for Fiscal Year 2021/22 & 2022/23.

BACKGROUND

Pursuant to City Personnel Rules, Section 3.4, each position in the City is required to be assigned to an appropriate classification. For each classification, a written description of the classification is required to be prepared by the City Manager and approved by the City Council. The description must include the official title of the classification and the minimum qualifications required for admission in the classification. When new classifications are added or changes in duties and responsibilities or qualifications for existing classifications are required, the City Council must approve such descriptions.

The publicly available pay schedule establishes the monthly and annual salary ranges for all regular authorized positions as well as the pay schedule for the Mayor, City Council members, and all extra help positions in the City. CalPERS requires the City bring updated pay schedules to the City Council whenever there are changes to the salary ranges or job titles.

Due to changes negotiated with the Police Officer's Association, the Benefits Summary for Police Recruit is being updated to align with the changes.

Relatedly, the City Council considers and approves a list of authorized positions each fiscal year as part of the budget process. The Authorized Position List identifies the number of positions and their respective classification titles by budget unit. Staff must bring an updated Authorized Position List to the City Council for approval whenever there are changes to the department, position title(s), number(s) of positions or budget unit(s).

ANALYSIS

Until 2015, the Information Technology Division was under the City Manager's Office, at which time it was moved under the Administrative Services Department, which later became the Finance & Technology Department. In the interim, the City's focus on innovation and smart city technology has expanded under the City Manager's Office and the Deputy City Manager. As such, in order to create operational efficiencies and facilitate synergies with the City's ongoing process improvement and innovation work, staff proposes moving the Information Technology Division from the Finance & Technology Department into the City Manager's Office under the management and supervision of the Deputy City Manager/Chief Innovation Officer with a title change to Deputy City Manager/Director of Innovation & Technology.

As the Information Technology Division will be moved to the City Manager's Office, the department will be renamed to the Finance Department. As such, the Department Director will also have a title change to the Director of Finance.

The personnel related changes described above affect the City's job classifications, job classification descriptions, Classification Plan and Authorized Position List, which require City Council approval.

Classification Plan:

In light of the recommendations presented above, the Classification Plan (salary schedule) FY 2021/22 effective April 9, 2022 reflects changes as follows:

- Change title of the Director of Finance & Technology to Director of Finance;
- Change title of the Deputy City Manager/Chief Innovation Officer to Deputy City Manager/Director of Innovation & Technology, and increase monthly salary range to \$12,500 - \$15,450 effective pay period inclusive of 4/9/2022;
- Add Y rated salary range for Senior Program Manager, \$9774 - \$11,878 monthly effective pay period inclusive of 4/9/2022.

The City Council previously approved Benefits Summaries with Executive Management, Management, Safety Management, Confidential and Specialist & Professionals employees. CalPERS requires the City bring updated salary ranges via a publicly available pay schedule to the City Council whenever there are changes to the salary ranges or job titles for approval. The updated Classification Plan reflect changes to salary ranges for the above referenced units effective pay period inclusive July 1, 2022.

On May 31, 2022, the Police Officer's Association ratified a tentative agreement which contains several non-economic and economic terms. While the Police Recruit classification is an unrepresented classification, typically the salary and benefits structure will be a percentage of what is afforded to an entry level Police Officer. A Police Recruit base salary will be 80% of a Police Officer Step A.

On June 9, 2022, the Firefighter's Association ratified a tentative agreement which contains several non-economic and economic terms. While the Fire Recruit classification is an unrepresented classification, typically the salary and benefits structure will be a percentage of what is afforded to an entry level Firefighter. A Fire Recruit base salary will be 80% of a Firefighter Step A.

Authorized Position List:

The Authorized Position List FY 2021/22 & 2022/23 reflects the following proposed amendments which include changes related to the reorganization discussed above as well as other items:

- Finance & Technology Department:
 - Change department name to Finance.
 - Allow Information Technology Manager to be filled at a lower-level Senior Program Manager.
 - Move Information Technology Division to City Manager's Office (1.0 FTE Information Technology Manager, 1.0 FTE IT Business Services Coordinator, 1.0 FTE Data Services Manager, 1.0 FTE Technical Services Manager, 3.0 FTE IT Specialist and 5.0 FTE Application Support Specialist).
 - Change title of Director of Finance & Technology to Director of Finance.
- City Manager's Office
 - Information Technology Division to City Manager's Office (1.0 FTE Information Technology Manager, 1.0 FTE IT Business Services Coordinator, 1.0 FTE Data Services Manager, 1.0 FTE Technical Services Manager, 3.0 FTE IT Specialist and 5.0 FTE Application Support Specialist).
 - Change title of the Deputy City Manager/Chief Innovation Officer to Deputy City Manager/Director of Innovation & Technology
 - Split funding source to 34% 104-9026, 33% 104-9034, and 33% 110-9018
- Public Works O&M
 - Eliminate 1.0 FTE Business Manager.
 - Add 1.0 FTE Administrative Analyst Series

These adjustments do not change the overall size of City government.

Environmental Considerations

Not applicable.

Commission Recommendation
Not applicable.

Strategic Plan Integration

These recommendations support the City Council's Mission to provide Quality Municipal Services and a City government that is financially sound with a superior workforce.

Alternatives

The City Council may choose to not approve the update to an existing job classification description, and the publicly available pay schedule and Authorized Position List Fiscal Year 2021/22 & 2022/23. This alternative is not recommended because the recommended action meets the requirements for providing CalPERS with a Publicly Available Pay Schedule in compliance with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR).

Coordination and Review

This report has been coordinated between the City Manager's Office, Human Resources Division and the Finance Division.

Budget/Cost Impact

The budget/cost impact created by the authorized position list changes will be absorbed in the current operating budget for FY 2021/22. The differential for FY 2022/23 results in total overall savings of nearly \$17,000, however, savings are experienced across a few funds with an overall increase in budget required for the General Services Fund (104) of \$72,000. The budget impacts for FY 2022/23 will be requested as part of the upcoming mid-term budget process in July.

The budget/cost impact for increases to the Executive Management, Safety Management, Management, Confidential and Specialist & Professionals pay schedules (classification plan) were previously approved at adoption of respective Benefit Summaries.

There is no associated budget/cost impact for the increases to the Police & Fire Recruit Benefit Summary as the positions are already budgeted at the higher-level Police Officer and Firefighter salary and benefits rate.

ATTACHMENT(S)

1. Job classification description: Deputy City Manager/Director of Innovation & Technology
2. Job classification description: Director of Finance
3. Police Recruit Benefit Summary
4. Fire Recruit Benefit Summary
5. Amended and updated Classification Plan for Fiscal Year 2021/22 & 2022/23
6. Amended and updated Authorized Position List for Fiscal Year 2021/22 & 2022/23



CITY OF WEST SACRAMENTO

~~DEPUTY CITY MANAGER/CHIEF INNOVATION OFFICER~~ DIRECTOR OF INNOVATION & TECHNOLOGY

DEFINITION: The Deputy City Manager/~~Chief Innovation Officer~~ Director of Innovation & Technology performs administrative and research tasks for the City Manager or Assistant City Manager; may administer a specific program area; is responsible for managing the innovation process within the City; conducts organization, management and general duties, and may serve as a representative for ~~the~~ City Manager or Assistant City Manager. The Deputy City Manager/~~Chief Innovation Officer~~ Director of Innovation & Technology is an at-will position that is appointed by and sits at the pleasure of the City Manager.

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Assistant City Manager or their designee. May exercise direct supervision over assigned subordinate staff.

CLASS CHARACTERISTICS: This is a single-position, executive management classification. The incumbent reports to the Assistant City Manager and may have ~~responsibility~~ for providing daily supervision to assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS: (Illustrative Only): *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Conducts major analytical assignments and may assist departments in such tasks as budget analysis, workload measurement, and program evaluation;
- Assists in carrying out tasks and responsibilities of other divisions in the City Manager's Office;
- Works closely with the City Manager and Assistant City Manager and department heads in obtaining information and developing recommendations on management problems and City programs;
- Plans, organizes, assigns, and directs the activities, operations, projects, and programs of the Information Technology Division, including prioritizing projects and service requests;
- Develops, implements, and monitors city-wide information technology goals, objectives, policies, standards, and procedures;
- Interacts with members of the City Council and private citizens as a representative of the City Manager's Office;
- Researches, analyzes, and makes recommendations regarding major technical and administrative problems;
- Researches and prepares reports recommending the improvement of services, changes in organizational design, and measures to improve efficiency of operations;
- Evaluates and analyzes ideas and concepts, and makes recommendations regarding methods of implementation;
- Tracks progress of programs, assignments and work plans of City departments;
- Confers with the City Manager and/or Assistant City Manager in coordinating a variety of management and administrative support activities; conducts studies and analyses in the maintenance and review of internal administrative operations such as organization planning, administrative policy, and management development programs;
- Confers with department officials, other public officials, consultants and citizens in the accomplishment of program objectives;
- Coordinates contract arrangements with other agencies and private parties;

CITY OF WEST SACRAMENTO

Deputy City Manager/~~Chief Innovation Officer~~ Director of Innovation & Technology

(Continued)

- Explains City policies and procedures to the public;
- Prepares correspondence, reports, and conducts management studies;
- Supervises, trains, and evaluates assigned staff;
- Assists with the coordination of the City's legislative lobbying efforts and intergovernmental activities;
- May coordinate public outreach and public relations programs;
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors administrative and support systems; identifies opportunities for improvement; implements recommendations;
- Researches and analyzes trends in local government to forecast future changes in practices, processes, and programs; explore and import innovations from other communities for testing where they may be applicable;
- Utilizes quantitative and research methods to identify opportunities for improvement in operations and services throughout the City. Analyzes and researches a variety of administrative and operational issues/problems/opportunities and provide sound solutions or courses of action; establishes and maintain systems for measuring, monitoring and reporting on operational and management performance city-wide;
- Evaluates the progress of innovation and adjusts the pace or direction of new projects in accordance with the City's various strategic priorities;
- Leads the implementation of the City's smart city framework;
- Leads multi-functional, cross-departmental teams that may consist of employees from all levels of the organization;
- Represents the City Manager or Assistant City Manager at various meetings;
- May act in the place of the City Manager and/or Assistant City Manager in the event of their absence.

QUALIFICATIONS:

Knowledge of: Principles and practices of organization and public administration; applicable federal, state, and local laws and regulations; principles of community relations; principles of supervision, training and evaluation; budgetary systems and procedures; statistics and quantitative analytic techniques.

Skill in: Gather and analyze data; interpret rules and regulations; write clear and organized reports and make effective oral presentations; maintain effective work relationships; complete assigned tasks, given a goal and time frame; perform a variety of tasks in a timely and effective manner; work independently; understand, interpret and apply complex guidelines; supervise, train, and evaluate staff.

EDUCATION AND EXPERIENCE: *Any combination of training and experience which would provide the required knowledge and skill. A typical way to obtain the required knowledge and skill would be:*

Education: A Bachelor's degree from an accredited college or university with major course work in public or business administration, political science, economics or related field.

Experience: Four (4) years of full time increasingly responsible administrative and analytic experience preferably in a public agency. A Master's degree may be substituted for two (2) years of the required experience.

LICENSES AND CERTIFICATES: Possession of a valid California driver's license.

CITY OF WEST SACRAMENTO

Deputy City Manager/~~Chief Innovation Officer~~[Director of Innovation & Technology](#)

(Continued)

WORKING CONDITIONS: Attends meetings of the City Council, commissions, committees and other groups as assigned.

PHYSICAL DEMANDS: Mobility to work in a standard office environment, use standard office equipment and attend off-site meetings. On an intermittent basis, sit at a desk for long periods of time; intermittently walk, stand, bend, squat, twist and reach while performing office duties; lift light to moderately heavy weights. Manual dexterity to use standard office equipment and supplies and to manipulate both single sheets of paper and large document holders (binders, manuals, etc.); vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone.

ENVIRONMENTAL ELEMENTS: Mobility to work in a standard office environment, use standard office equipment and attend off-site meetings. On an intermittent basis, sit at a desk for long periods of time; intermittently walk, stand, bend, squat, twist, and reach while performing office duties. Manual dexterity to use standard office equipment and supplies and to manipulate both single sheets of paper and large document holders (manuals, binders, etc.); vision to read handwritten and printed material and a computer screen; hearing and speech to communicate in person and by telephone; ability to lift and carry items weighing up to 25 pounds such as files, manuals, or equipment for distances up to 50 feet.

Adopted: 12/9/2020

Revised: [4/9/2022](#)

Maintenance Update:

Title Change: [4/9/2022](#)

Job Category: Administrators/Managers

Bargaining Unit: N/A

Employee Group: Executive Management

At-Will: Yes No

Form 700: Yes No

FLSA Status: Non-Exempt Exempt



CITY OF WEST SACRAMENTO

DIRECTOR OF FINANCE ~~& TECHNOLOGY~~

DEFINITION: The Director of Finance ~~& Technology~~ organizes, coordinates and directs the functions of the Finance ~~& Technology~~ Department. The Director of Finance ~~& Technology~~ is the Chief Financial Officer of the City and assists the City Manager in the overall financial planning for the City ~~and also acts as the Director of Finance for purposes of the City's Municipal Code~~. The Director of Finance ~~& Technology~~ is an "at-will" position that is appointed by and sits at the pleasure of the City Manager.

SUPERVISION RECEIVED AND EXERCISED: Receives direction from the City Manager. Exercises direct supervision over professional, technical, administrative and supervisory staff.

CLASS CHARACTERISTICS: This is a single, department head level position. The incumbent reports to the City Manager and has responsibility for providing daily supervision to department staff.

EXAMPLES OF ESSENTIAL FUNCTIONS: (Illustrative Only): *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Plans, organizes, assigns, and directs the activities, operations, projects, and programs of the Finance ~~& Technology~~ Department, including, but not limited to Finance ~~and Information Technology~~ functions.
- Acts in all cases to promote, secure, and preserve the financial and property interests of the City of West Sacramento.
- Performs the duties imposed upon the City Clerk by Government Code Sections 37200 through 37210 and Sections 40802 through 40805.
- Performs the duties imposed upon the City Treasurer by Government Code Sections 41000 through 41007.
- Serves as the chief fiscal officer of the City.
- Assists and advises the City Manager and the City Council in all matters pertaining to City finances.
- Establishes, implements, and evaluates departmental goals, priorities, procedures, and policies.
- Supervises all accounting functions including ~~payroll~~, accounts receivable and payable, purchasing, billing and related accounting activities.
- Supervises and controls the administration of the approved City budget.
- Advises and consults with the City Manager regarding the preparation of revenue and expenditure estimates and the form and organization of the annual budget.
- Coordinates and supervises the various municipal tax and revenue programs, including transient occupancy tax, business licenses, utility use fees, and other fees, licenses, and revenue.
- Prepares financial statements and makes studies and reports as required by law or as directed by the City Manager or City Council.
- Administers, supervises, and maintains a sound investment program for the City in accordance with legal requirements.
- Plans, directs and oversees the work of professional, technical and clerical staff involved in a variety of ~~information technology and~~ finance functions.
- Executes, administers and evaluates contracts and agreements for a variety of ~~information technology and~~ financial services.

CITY OF WEST SACRAMENTO

Director of Finance & ~~Technology~~ (Continued)

- Monitors developments and legislation related to ~~information technology and~~ financial matters and evaluates their impact upon City operations.
- Provides staff assistance to the City Manager, City Council, commissions and committees.
- Represents the City and the ~~Administrative Services~~ Finance Department to outside groups and organizations.
- Coordinates department activities with those of other departments and outside agencies.
- Directs the preparation, justification, and administration of the department budget and work plan.
- Directs the selection, development, evaluation, and discipline of department staff.
- Prepares or directs the preparation of reports, memoranda, correspondence, studies, research and special projects.
- Performs such additional duties as requested by the City Manager or City Council and as directed by other City Ordinances.

QUALIFICATIONS:

Knowledge of: State and Federal laws, regulations, codes and local ordinances governing the functions of the department; principles and practices of public administration, organization and budgeting, and principles of supervision and effective management.

Skill in: Planning, organizing, and coordinating the activities of a city department; communicating clearly and concisely, both orally and in writing; preparing and administering a department budget, preparing or analyzing and reviewing staff reports and recommendations; establishing and maintaining cooperative work relationships with City officials, employees and the general public.

EDUCATION AND EXPERIENCE: *Any combination of training and experience which would provide the required knowledge and skill. A typical way to obtain the required knowledge and skill would be:*

Education: A Bachelor's Degree from an accredited college or university with major in public or business administration, finance, industrial relations, accounting, social science, or related field.

Experience: Seven (7) years of increasingly responsible municipal senior management experience that includes significant participation in budgetary development/administration, strategic planning, and policy/procedure development/implementation. Experience is to include five (5) years of supervisory experience.

LICENSES AND CERTIFICATES: Possession of a valid California driver's license.

WORKING CONDITIONS: Serves as staff to City Council, board and commissions, and will be required to attend off-hour meetings.

PHYSICAL DEMANDS: Mobility to work in a standard office environment, use standard office equipment and attend off-site meetings. On an intermittent basis, sit at a desk for long periods of time; intermittently walk, stand, bend, squat, twist, and reach while performing office duties. Manual dexterity to use standard office equipment and supplies and to manipulate both single sheets of paper and large document holders (manuals, binders, etc.); vision to read handwritten and printed material and a computer screen; hearing and speech to communicate in person and by telephone; ability to lift and carry items weighing up to 25 pounds such as files, manuals, or equipment for distances up to 50 feet.

CITY OF WEST SACRAMENTO
Director of Finance & ~~Technology~~ (Continued)

ENVIRONMENTAL ELEMENTS: Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing department guidelines, policies and procedures.

Adopted: 12/19/2011

Revised: 12/13/17; 11/18/2020; [04/09/2022](#)

Maintenance Update:

Title Change: 11/18/2020; [04/09/2022](#)

Job Category: Administrators / Managers

Bargaining Unit: Department Heads

At-Will: Yes No

Form 700: Yes No

FLSA Status: Non-Exempt Exempt

**POLICE RECRUIT
Benefit Schedule
(Effective 07/01/2022~~18~~)**

Medical/Dental/Vision Insurance:

The employer contribution toward a cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as follows:

- Employee only: City will pay up to actual premium amount of medical, dental, and vision for employee only, not to exceed one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision per month.

- Employee plus one: City will pay up to actual premium amount of medical, dental, and vision for employee plus one, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the cost of employee plus one dental and vision per month.

- Employee plus two or more: City will pay up to actual premium amount of medical, dental, and vision for employee plus two or more, not to exceed eighty-five percent (85%) of the PORAC plan for employee plus two or more and eighty-five percent (85%) of the employee plus two or more dental and vision plans per month.

In no event shall the contribution exceed 100% of the selected plan premium cost including dental and vision. ~~The Police Recruit is not eligible for the City's Cafeteria Plan for health benefits until appointment to a probationary Police Officer. Medical/dental/vision insurance will be paid by the City up to the employee only amount and is not to exceed the employee only Cafeteria Plan amount afforded to members of the Police Officer Association. The Police Recruit will select from the CalPERS medical plans.~~

Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of other group health care coverage shall receive City paid dental and

	vision insurance up to the employee only amount.
PERS Retirement:	Depending upon employment status with CalPERS, CalPERS 2% @ 62 or 2% @ 60 plan, Miscellaneous Group. Coverage will be converted to PERS 2.7% @ 57 or 3% @ 55 plan, Local Safety Group upon appointment to probationary Police Officer.
Uniform Costs:	The City will purchase any Police Academy required uniforms.
Vacation and Sick Leave Accrual:	No vacation or sick leave accrual during Recruit status.
Holidays:	If the Police Academy is closed for a designated holiday, the Police Recruit will receive pay for that day.
West Sacramento Police Officer's Association:	The classification of Police Recruit is not represented by the Association until such time as the individual is appointed to probationary status as a Police Officer. <u>If a civilian West Sacramento Police Officer's Association member is appointed to the classification of Police Recruit, they will continue to retain and accrue the benefits of their previous classification.</u>

**FIRE RECRUIT
Benefit Schedule
(Effective 07/01/202218)**

<p>Medical/Dental/Vision Insurance:</p>	<p><u>The employer contributed cafeteria plan amounts for employees to apply toward health benefits (medical, dental and vision) shall be as listed below. At a minimum, the employee must purchase dental, vision and life insurance at the employee only level.</u></p> <ul style="list-style-type: none"> •<u>Employee Only: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$905 per month.</u> •<u>Employee Plus One: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$1,358 per month.</u> •<u>Employee Plus Two or More: City will pay up to actual premium amount of medical, dental, and vision, not to exceed \$1,773 per month.</u> <p><u>•In no event shall the City contribution exceed 100% of the selected plan premium cost including dental and vision. The Fire Recruit is not eligible for the city's Cafeteria Plan for health benefits until appointment to a probationary Firefighter. Medical/dental/vision insurance will be paid by the city up to the employee only amount and is not to exceed the employee only cafeteria plan amount afforded to members of the Firefighter's Association. The Fire Recruit will select from CalPERS medical plans.</u></p> <p>Employees who choose not to participate in any of the City's medical plans (opt out) and show proof of other group health care coverage shall receive City paid dental and vision insurance up to the employee only amount.</p>
<p>PERS Retirement:</p>	<p>Depending upon employment status with CalPERS, CalPERS 2% @ 62 or 2% @ 60 plan, Miscellaneous Group. Coverage will be converted to PERS 2.7% @ 57 or 3% @ 55 plan, Local Safety Group upon appointment to Probationary Firefighter.</p>
<p>Uniform Costs:</p>	<p>The city will purchase any Fire Academy required uniforms.</p>
<p>Vacation & Sick Leave Accrual:</p>	<p>No vacation or sick leave accrual during attendance at the Fire Academy.</p>
<p>Holidays:</p>	<p>If the Fire Academy is closed for a designated holiday, the Fire Recruit will receive pay for that day.</p>
<p>West Sacramento Firefighter's Association:</p>	<p>The classification of Fire Recruit is not represented by the Firefighter's Association until such time as the individual is appointed to probationary status as a Firefighter.</p>

**City of West Sacramento
2021/2022 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Assistant City Manager	2/12/22	\$15,000				\$18,025	\$180,000	\$216,300
Deputy City Manager/Director of Innovation & Technology	4/9/22	\$12,500				\$15,450	\$150,000	\$185,400
Director of Capital Projects	2/12/22	\$12,500				\$15,450	\$150,000	\$185,400
Director of Community Development	2/12/22	\$12,500				\$15,450	\$150,000	\$185,400
Director of Economic Development & Housing	2/12/22	\$12,500				\$15,450	\$150,000	\$185,400
Director of Finance & Technology	2/12/22	\$12,500				\$15,450	\$150,000	\$185,400
Director of Parks & Recreation	2/12/22	\$12,500				\$15,450	\$150,000	\$185,400
Director of Public Works Operations & Maintenance	2/12/22	\$12,500				\$15,450	\$150,000	\$185,400
Fire Chief	2/12/22	\$14,167				\$17,167	\$170,000	\$206,000
Flood General Manager	2/12/22	\$11,667				\$13,733	\$140,000	\$164,800
Police Chief	2/12/22	\$14,167				\$17,167	\$170,000	\$206,000
Port General Manager	2/12/22	\$11,667				\$13,733	\$140,000	\$164,800

**City of West Sacramento
2021/2022 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		A	B	C	D	E	MINIMUM	MAXIMUM
Budget Manager	2/12/22	\$9,212				\$11,195	\$110,544	\$134,340
Business Manager	2/12/22	\$8,801				\$10,696	\$105,612	\$128,352
Capital Improvement Manager	2/12/22	\$9,774				\$11,878	\$117,288	\$142,536
Chief Building Official	2/12/22	\$9,774				\$11,878	\$117,288	\$142,536
City Clerk	2/12/22	\$9,774				\$11,878	\$117,288	\$142,536
Code Enforcement Manager	2/12/22	\$8,801				\$10,696	\$105,612	\$128,352
Community Investment Manager	2/12/22	\$9,212				\$11,195	\$110,544	\$134,340
Construction & Facilities Development Manager	2/12/22	\$8,801				\$10,696	\$105,612	\$128,352
Court Liaison Officer	2/12/22	\$6,086				\$7,396	\$73,032	\$88,752
Data Services Manager	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Drafting Services Manager	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Economic Development Manager	2/12/22	\$9,212				\$11,195	\$110,544	\$134,340
Environmental Services & Sustainability Manager	2/12/22	\$8,801				\$10,696	\$105,612	\$128,352
Equipment and Facilities Superintendent	2/12/22	\$8,363				\$10,164	\$100,356	\$121,968
Finance Manager	2/12/22	\$9,774				\$11,878	\$117,288	\$142,536
Finance Supervisor	2/12/22	\$7,751				\$9,420	\$93,012	\$113,040
Fire Marshal	2/12/22	\$9,440				\$11,473	\$113,280	\$137,676
Flood Protection Planner	2/12/22	\$8,363				\$10,164	\$100,356	\$121,968
Housing Manager	2/12/22	\$9,212				\$11,195	\$110,544	\$134,340
Human Resources Manager	2/12/22	\$9,774				\$11,878	\$117,288	\$142,536
Information Technology Business Services Coordinator	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Information Technology Manager	2/12/22	\$9,774				\$11,878	\$117,288	\$142,536
Parks Operations Superintendent	2/12/22	\$8,363				\$10,164	\$100,356	\$121,968
Permit Services Manager	2/12/22	\$7,663				\$9,313	\$91,956	\$111,756
Police Support Services Manager	2/12/22	\$8,363				\$10,164	\$100,356	\$121,968
Preschool Site Supervisor	2/12/22	\$5,221				\$6,345	\$62,652	\$76,140
Principal Engineer	2/12/22	\$9,774				\$11,878	\$117,288	\$142,536
Principal Planner	2/12/22	\$9,212				\$11,195	\$110,544	\$134,340
Program Manager	2/12/22	\$6,737				\$8,187	\$80,844	\$98,244
Public Information Officer	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Purchasing Manager	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Recreation Manager	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Senior Analyst	2/12/22	\$7,663				\$9,313	\$91,956	\$111,756
Senior Civil Engineer	2/12/22	\$8,580				\$10,427	\$102,960	\$125,124
Senior Finance Analyst	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436

**City of West Sacramento
2021/2022 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Senior Human Resources Analyst	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Senior Planner	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Senior Program Manager Y-Rated	4/9/22	\$9,774				\$11,878	\$117,288	\$142,536
Senior Program Manager	2/12/22	\$8,363				\$10,164	\$100,356	\$121,968
Senior Project Manager	2/12/22	\$7,663				\$9,313	\$91,956	\$111,756
Senior Transportation Planner	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Supervising Civil Engineer	2/12/22	\$9,212				\$11,195	\$110,544	\$134,340
Supervising Transportation Planner	2/12/22	\$8,801				\$10,696	\$105,612	\$128,352
Technical Services Manager	2/12/22	\$7,984				\$9,703	\$95,808	\$116,436
Utilities Maintenance Superintendent	2/12/22	\$8,363				\$10,164	\$100,356	\$121,968
Water Treatment Plant Superintendent	2/12/22	\$9,212				\$11,195	\$110,544	\$134,340

**City of West Sacramento
2022/2023 Classification Plan**

FOR EMPLOYEES HIRED AFTER 06/30/2019												
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL SALARY	
		A	B	C	D	E	F	G	H	I	MINIMUM	MAXIMUM
Administrative Assistant	7/1/22	5039	5165	5294	5426	5562	5701	5844	5990	6140	\$60,468	\$73,680
Administrative Clerk I	7/1/22	3527	3615	3705	3798	3893	3990	4090	4192	4297	\$42,324	\$51,564
Administrative Clerk II	7/1/22	3886	3983	4083	4185	4290	4397	4507	4620	4735	\$46,632	\$56,820
Administrative Clerk III	7/1/22	4286	4393	4503	4616	4731	4849	4970	5094	5221	\$51,432	\$62,652
Executive Assistant to the City Manager	7/1/22	5364	5498	5635	5776	5920	6068	6220	6376	6535	\$64,368	\$78,420
Human Resources Analyst	7/1/22	7134	7312	7495	7682	7874	8071	8273	8480	8692	\$85,608	\$104,304
Human Resources & Payroll Technician I	7/1/22	4286	4393	4503	4616	4731	4849	4970	5094	5221	\$51,432	\$62,652
Human Resources & Payroll Technician II	7/1/22	5039	5165	5294	5426	5562	5701	5844	5990	6140	\$60,468	\$73,680
Payroll Administrator	7/1/22	5554	5693	5835	5981	6131	6284	6441	6602	6767	\$66,648	\$81,204

FOR EMPLOYEES HIRED BEFORE 07/01/2019									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		A	B	C	D	E	MINIMUM	MAXIMUM	
Administrative Assistant	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680	
Administrative Clerk I	7/1/22	\$3,534	\$3,711	\$3,897	\$4,092	\$4,297	\$42,408	\$51,564	
Administrative Clerk II	7/1/22	\$3,895	\$4,090	\$4,295	\$4,510	\$4,735	\$46,740	\$56,820	
Administrative Clerk III	7/1/22	\$4,295	\$4,510	\$4,735	\$4,972	\$5,221	\$51,540	\$62,652	
Executive Assistant to the City Manager	7/1/22	\$5,377	\$5,646	\$5,928	\$6,224	\$6,535	\$64,524	\$78,420	
Human Resources Analyst	7/1/22	\$7,151	\$7,509	\$7,884	\$8,278	\$8,692	\$85,812	\$104,304	
Human Resources & Payroll Technician I	7/1/22	\$4,295	\$4,510	\$4,735	\$4,972	\$5,221	\$51,540	\$62,652	
Human Resources & Payroll Technician II	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680	
Payroll Administrator	7/1/22	\$5,568	\$5,846	\$6,138	\$6,445	\$6,767	\$66,816	\$81,204	

**City of West Sacramento
2022/2023 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		A	B	C	D	E	MINIMUM	MAXIMUM
Assistant City Manager	7/1/22	\$15,000				\$18,566	\$180,000	\$222,789
Deputy City Manager/Director of Innovation & Technology	7/1/22	\$12,500				\$15,914	\$150,000	\$190,962
Director of Capital Projects	7/1/22	\$12,500				\$15,914	\$150,000	\$190,962
Director of Community Development	7/1/22	\$12,500				\$15,914	\$150,000	\$190,962
Director of Economic Development & Housing	7/1/22	\$12,500				\$15,914	\$150,000	\$190,962
Director of Finance	7/1/22	\$12,500				\$15,914	\$150,000	\$190,962
Director of Parks & Recreation	7/1/22	\$12,500				\$15,914	\$150,000	\$190,962
Director of Public Works Operations & Maintenance	7/1/22	\$12,500				\$15,914	\$150,000	\$190,962
Fire Chief	7/1/22	\$14,167				\$17,682	\$170,000	\$212,180
Flood General Manager	7/1/22	\$11,667				\$14,145	\$140,000	\$169,744
Police Chief	7/1/22	\$14,167				\$17,682	\$170,000	\$212,180
Port General Manager	7/1/22	\$11,667				\$14,145	\$140,000	\$169,744

**City of West Sacramento
2022/2023 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		A	B	C	D	E	MINIMUM	MAXIMUM
Budget Manager	7/1/22	\$9,488				\$11,531	\$113,856	\$138,372
Business Manager	7/1/22	\$9,065				\$11,017	\$108,780	\$132,204
Capital Improvement Manager	7/1/22	\$10,067				\$12,234	\$120,804	\$146,808
Chief Building Official	7/1/22	\$10,067				\$12,234	\$120,804	\$146,808
City Clerk	7/1/22	\$10,067				\$12,234	\$120,804	\$146,808
Code Enforcement Manager	7/1/22	\$9,065				\$11,017	\$108,780	\$132,204
Community Investment Manager	7/1/22	\$9,488				\$11,531	\$113,856	\$138,372
Construction & Facilities Development Manager	7/1/22	\$9,065				\$11,017	\$108,780	\$132,204
Court Liaison Officer	7/1/22	\$6,268				\$7,618	\$75,216	\$91,416
Data Services Manager	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Drafting Services Manager	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Economic Development Manager	7/1/22	\$9,488				\$11,531	\$113,856	\$138,372
Environmental Services & Sustainability Manager	7/1/22	\$9,065				\$11,017	\$108,780	\$132,204
Equipment and Facilities Superintendent	7/1/22	\$8,614				\$10,469	\$103,368	\$125,628
Finance Manager	7/1/22	\$10,067				\$12,234	\$120,804	\$146,808
Finance Supervisor	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Fire Marshal	7/1/22	\$9,724				\$11,817	\$116,688	\$141,804
Flood Protection Planner	7/1/22	\$8,614				\$10,469	\$103,368	\$125,628
Housing Manager	7/1/22	\$9,488				\$11,531	\$113,856	\$138,372
Human Resources Manager	7/1/22	\$10,067				\$12,234	\$120,804	\$146,808
Information Technology Business Services Coordinator	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Information Technology Manager	7/1/22	\$10,067				\$12,234	\$120,804	\$146,808
Parks Operations Superintendent	7/1/22	\$8,614				\$10,469	\$103,368	\$125,628
Permit Services Manager	7/1/22	\$7,893				\$9,592	\$94,716	\$115,104
Police Support Services Manager	7/1/22	\$8,614				\$10,469	\$103,368	\$125,628
Preschool Site Supervisor	7/1/22	\$5,377				\$6,535	\$64,524	\$78,420
Principal Engineer	7/1/22	\$10,067				\$12,234	\$120,804	\$146,808
Principal Planner	7/1/22	\$9,488				\$11,531	\$113,856	\$138,372
Program Manager	7/1/22	\$6,939				\$8,433	\$83,268	\$101,196
Public Information Officer	7/1/22	\$8,614				\$10,469	\$103,368	\$125,628
Purchasing Manager	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Recreation Manager	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Senior Analyst	7/1/22	\$7,893				\$9,592	\$94,716	\$115,104
Senior Civil Engineer	7/1/22	\$8,837				\$10,740	\$106,044	\$128,880
Senior Finance Analyst	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Senior Human Resources Analyst	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Senior Planner	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Senior Program Manager Y-Rated	7/1/22	\$9,774				\$11,878	\$117,288	\$142,536
Senior Program Manager	7/1/22	\$8,614				\$10,469	\$103,368	\$125,628
Senior Project Manager	7/1/22	\$7,893				\$9,592	\$94,716	\$115,104
Senior Transportation Planner	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928

**City of West Sacramento
2022/2023 Classification Plan**

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM
Supervising Civil Engineer	7/1/22	\$9,488				\$11,531	\$113,856	\$138,372
Supervising Transportation Planner	7/1/22	\$9,065				\$11,017	\$108,780	\$132,204
Technical Services Manager	7/1/22	\$8,223				\$9,994	\$98,676	\$119,928
Utilities Maintenance Superintendent	7/1/22	\$8,614				\$10,469	\$103,368	\$125,628
Water Treatment Plant Superintendent	7/1/22	\$9,488				\$11,531	\$113,856	\$138,372

**City of West Sacramento
2022/2023 Classification Plan**

FOR EMPLOYEES HIRED AFTER 06/30/2018									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	MINIMUM	MAXIMUM	
Fire Recruit	7/1/22	\$5,379						\$64,548	
Police Recruit	7/1/22	\$5,349						\$64,188	

City of West Sacramento
2022/2023 Classification Plan

POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY RANGE					ANNUAL SALARY	
		A	B	C	D	E	MINIMUM	MAXIMUM
Deputy Fire Chief	7/1/22	\$10,883				\$13,226	\$130,596	\$158,712
Deputy Police Chief	7/1/22	\$12,313				\$14,964	\$147,756	\$179,568
Fire Battalion Chief	7/1/22	\$9,724				\$11,817	\$116,688	\$141,804

City of West Sacramento
2022/2023 Classification Plan

FOR EMPLOYEES HIRED AFTER 06/30/2019												
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS									ANNUAL MINIMUM	
		A	B	C	D	E	F	G	H	I		
Accountant I	7/1/22	\$5,554	\$5,693	\$5,835	\$5,981	\$6,131	\$6,284	\$6,441	\$6,602	\$6,767	\$66,648	
Accountant II	7/1/22	\$6,326	\$6,484	\$6,646	\$6,812	\$6,982	\$7,157	\$7,336	\$7,519	\$7,707	\$75,912	
Administrative Analyst I	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Administrative Analyst II	7/1/22	\$6,921	\$7,094	\$7,271	\$7,453	\$7,639	\$7,830	\$8,026	\$8,227	\$8,433	\$83,052	
Application Developer & Database Specialist I	7/1/22	\$6,326	\$6,484	\$6,646	\$6,812	\$6,982	\$7,157	\$7,336	\$7,519	\$7,707	\$75,912	
Application Developer & Database Specialist II	7/1/22	\$6,921	\$7,094	\$7,271	\$7,453	\$7,639	\$7,830	\$8,026	\$8,227	\$8,433	\$83,052	
Application Support Specialist	7/1/22	\$5,866	\$6,013	\$6,163	\$6,317	\$6,475	\$6,637	\$6,803	\$6,973	\$7,147	\$70,392	
Assistant Engineer	7/1/22	\$6,664	\$6,831	\$7,002	\$7,177	\$7,356	\$7,540	\$7,728	\$7,921	\$8,119	\$79,968	
Assistant Planner	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Assistant Transportation Planner	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Associate Civil Engineer	7/1/22	\$8,203	\$8,408	\$8,618	\$8,833	\$9,054	\$9,280	\$9,512	\$9,750	\$9,994	\$98,436	
Associate Planner	7/1/22	\$6,664	\$6,831	\$7,002	\$7,177	\$7,356	\$7,540	\$7,728	\$7,921	\$8,119	\$79,968	
Associate Transportation Planner	7/1/22	\$6,664	\$6,831	\$7,002	\$7,177	\$7,356	\$7,540	\$7,728	\$7,921	\$8,119	\$79,968	
Building Inspector I	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Building Inspector II	7/1/22	\$6,326	\$6,484	\$6,646	\$6,812	\$6,982	\$7,157	\$7,336	\$7,519	\$7,707	\$75,912	
CALEA Coordinator	7/1/22	\$6,921	\$7,094	\$7,271	\$7,453	\$7,639	\$7,830	\$8,026	\$8,227	\$8,433	\$83,052	
Community Investment Specialist	7/1/22	\$5,039	\$5,165	\$5,294	\$5,426	\$5,562	\$5,701	\$5,844	\$5,990	\$6,140	\$60,468	
Construction Administrative Specialist	7/1/22	\$5,039	\$5,165	\$5,294	\$5,426	\$5,562	\$5,701	\$5,844	\$5,990	\$6,140	\$60,468	
Court Liaison Specialist	7/1/22	\$4,286	\$4,393	\$4,503	\$4,616	\$4,731	\$4,849	\$4,970	\$5,094	\$5,221	\$51,432	
Deputy City Clerk	7/1/22	\$5,039	\$5,165	\$5,294	\$5,426	\$5,562	\$5,701	\$5,844	\$5,990	\$6,140	\$60,468	
Deputy City Clerk, Senior	7/1/22	\$5,554	\$5,693	\$5,835	\$5,981	\$6,131	\$6,284	\$6,441	\$6,602	\$6,767	\$66,648	
Engineering Assistant I	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Engineering Assistant II	7/1/22	\$6,326	\$6,484	\$6,646	\$6,812	\$6,982	\$7,157	\$7,336	\$7,519	\$7,707	\$75,912	
Engineering Assistant III	7/1/22	\$7,048	\$7,224	\$7,405	\$7,590	\$7,780	\$7,974	\$8,173	\$8,377	\$8,586	\$84,576	
Finance Analyst	7/1/22	\$7,134	\$7,312	\$7,495	\$7,682	\$7,874	\$8,071	\$8,273	\$8,480	\$8,692	\$85,608	
Financial Specialist	7/1/22	\$5,039	\$5,165	\$5,294	\$5,426	\$5,562	\$5,701	\$5,844	\$5,990	\$6,140	\$60,468	
Fire Inspector	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Fire Inspector, Senior	7/1/22	\$6,582	\$6,747	\$6,916	\$7,089	\$7,266	\$7,448	\$7,634	\$7,825	\$8,021	\$78,984	
Graphics Technician	7/1/22	\$3,527	\$3,615	\$3,705	\$3,798	\$3,893	\$3,990	\$4,090	\$4,192	\$4,297	\$42,324	
Information Technology Specialist	7/1/22	\$6,921	\$7,094	\$7,271	\$7,453	\$7,639	\$7,830	\$8,026	\$8,227	\$8,433	\$83,052	
Junior Engineer	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Junior Planner	7/1/22	\$5,039	\$5,165	\$5,294	\$5,426	\$5,562	\$5,701	\$5,844	\$5,990	\$6,140	\$60,468	
Junior Transportation Planner	7/1/22	\$5,039	\$5,165	\$5,294	\$5,426	\$5,562	\$5,701	\$5,844	\$5,990	\$6,140	\$60,468	
PC Support Technician	7/1/22	\$4,258	\$4,364	\$4,473	\$4,585	\$4,700	\$4,817	\$4,937	\$5,060	\$5,186	\$51,096	
Plans Examiner I	7/1/22	\$5,696	\$5,838	\$5,984	\$6,134	\$6,287	\$6,444	\$6,605	\$6,770	\$6,939	\$68,352	
Plans Examiner II	7/1/22	\$6,326	\$6,484	\$6,646	\$6,812	\$6,982	\$7,157	\$7,336	\$7,519	\$7,707	\$75,912	
Police Records Supervisor	7/1/22	\$5,866	\$6,013	\$6,163	\$6,317	\$6,475	\$6,637	\$6,803	\$6,973	\$7,147	\$70,392	
Preschool Teacher	7/1/22	\$3,253	\$3,334	\$3,417	\$3,502	\$3,590	\$3,680	\$3,772	\$3,866	\$3,963	\$39,036	
Preschool Teacher/Family Support Specialist	7/1/22	\$3,291	\$3,373	\$3,457	\$3,543	\$3,632	\$3,723	\$3,816	\$3,911	\$4,009	\$39,492	
Program Associate	7/1/22	\$4,286	\$4,393	\$4,503	\$4,616	\$4,731	\$4,849	\$4,970	\$5,094	\$5,221	\$51,432	

**City of West Sacramento
2022/2023 Classification Plan**

Project Manager I	7/1/22	\$6,664	\$6,831	\$7,002	\$7,177	\$7,356	\$7,540	\$7,728	\$7,921	\$8,119	\$79,968
Project Manager II	7/1/22	\$7,164	\$7,343	\$7,527	\$7,715	\$7,908	\$8,106	\$8,309	\$8,517	\$8,730	\$85,968
Senior Accountant	7/1/22	\$7,048	\$7,224	\$7,405	\$7,590	\$7,780	\$7,974	\$8,173	\$8,377	\$8,586	\$84,576
Senior Building Inspector	7/1/22	\$7,048	\$7,224	\$7,405	\$7,590	\$7,780	\$7,974	\$8,173	\$8,377	\$8,586	\$84,576
Senior Plans Examiner	7/1/22	\$7,048	\$7,224	\$7,405	\$7,590	\$7,780	\$7,974	\$8,173	\$8,377	\$8,586	\$84,576

FOR EMPLOYEES HIRED BEFORE 07/01/2019									
POSITION TITLE	SALARY EFFECTIVE	MONTHLY SALARY STEPS					ANNUAL SALARY		
		A	B	C	D	E	MINIMUM	MAXIMUM	
Accountant I	7/1/22	\$5,568	\$5,846	\$6,138	\$6,445	\$6,767	\$66,816	\$81,204	
Accountant II	7/1/22	\$6,340	\$6,657	\$6,990	\$7,340	\$7,707	\$76,080	\$92,484	
Administrative Analyst I	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268	
Administrative Analyst II	7/1/22	\$6,938	\$7,285	\$7,649	\$8,031	\$8,433	\$83,256	\$101,196	
Application Developer & Database Specialist I	7/1/22	\$6,340	\$6,657	\$6,990	\$7,340	\$7,707	\$76,080	\$92,484	
Application Developer & Database Specialist II	7/1/22	\$6,938	\$7,285	\$7,649	\$8,031	\$8,433	\$83,256	\$101,196	
Application Support Specialist	7/1/22	\$5,880	\$6,174	\$6,483	\$6,807	\$7,147	\$70,560	\$85,764	
Assistant Engineer	7/1/22	\$6,679	\$7,013	\$7,364	\$7,732	\$8,119	\$80,148	\$97,428	
Assistant Planner	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268	
Assistant Transportation Planner	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268	
Associate Civil Engineer	7/1/22	\$8,222	\$8,633	\$9,065	\$9,518	\$9,994	\$98,664	\$119,928	
Associate Planner	7/1/22	\$6,679	\$7,013	\$7,364	\$7,732	\$8,119	\$80,148	\$97,428	
Associate Transportation Planner	7/1/22	\$6,679	\$7,013	\$7,364	\$7,732	\$8,119	\$80,148	\$97,428	
Building Inspector I	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268	
Building Inspector II	7/1/22	\$6,340	\$6,657	\$6,990	\$7,340	\$7,707	\$76,080	\$92,484	
CALEA Coordinator	7/1/22	\$6,938	\$7,285	\$7,649	\$8,031	\$8,433	\$83,256	\$101,196	
Community Investment Specialist	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680	
Construction Administrative Specialist	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680	
Court Liaison Specialist	7/1/22	\$4,295	\$4,510	\$4,735	\$4,972	\$5,221	\$51,540	\$62,652	
Deputy City Clerk	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680	
Deputy City Clerk, Senior	7/1/22	\$5,568	\$5,846	\$6,138	\$6,445	\$6,767	\$66,816	\$81,204	
Engineering Assistant I	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268	
Engineering Assistant II	7/1/22	\$6,340	\$6,657	\$6,990	\$7,340	\$7,707	\$76,080	\$92,484	
Engineering Assistant III	7/1/22	\$7,064	\$7,417	\$7,788	\$8,177	\$8,586	\$84,768	\$103,032	
Finance Analyst	7/1/22	\$7,151	\$7,509	\$7,884	\$8,278	\$8,692	\$85,812	\$104,304	
Financial Specialist	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680	
Fire Inspector	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268	
Fire Inspector, Senior	7/1/22	\$6,599	\$6,929	\$7,275	\$7,639	\$8,021	\$79,188	\$96,252	
Graphics Technician	7/1/22	\$3,534	\$3,711	\$3,897	\$4,092	\$4,297	\$42,408	\$51,564	
Information Technology Specialist	7/1/22	\$6,938	\$7,285	\$7,649	\$8,031	\$8,433	\$83,256	\$101,196	
Junior Engineer	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268	
Junior Planner	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680	

**City of West Sacramento
2022/2023 Classification Plan**

Junior Transportation Planner	7/1/22	\$5,052	\$5,305	\$5,570	\$5,848	\$6,140	\$60,624	\$73,680
PC Support Technician	7/1/22	\$4,267	\$4,480	\$4,704	\$4,939	\$5,186	\$51,204	\$62,232
Plans Examiner I	7/1/22	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$68,508	\$83,268
Plans Examiner II	7/1/22	\$6,340	\$6,657	\$6,990	\$7,340	\$7,707	\$76,080	\$92,484
Police Records Supervisor	7/1/22	\$5,880	\$6,174	\$6,483	\$6,807	\$7,147	\$70,560	\$85,764
Preschool Teacher	7/1/22	\$3,260	\$3,423	\$3,594	\$3,774	\$3,963	\$39,120	\$47,556
Preschool Teacher/Family Support Specialist	7/1/22	\$3,298	\$3,463	\$3,636	\$3,818	\$4,009	\$39,576	\$48,108
Program Associate	7/1/22	\$4,295	\$4,510	\$4,735	\$4,972	\$5,221	\$51,540	\$62,652
Project Manager I	7/1/22	\$6,679	\$7,013	\$7,364	\$7,732	\$8,119	\$80,148	\$97,428
Project Manager II	7/1/22	\$7,182	\$7,541	\$7,918	\$8,314	\$8,730	\$86,184	\$104,760
Senior Accountant	7/1/22	\$7,064	\$7,417	\$7,788	\$8,177	\$8,586	\$84,768	\$103,032
Senior Building Inspector	7/1/22	\$7,064	\$7,417	\$7,788	\$8,177	\$8,586	\$84,768	\$103,032
Senior Plans Examiner	7/1/22	\$7,064	\$7,417	\$7,788	\$8,177	\$8,586	\$84,768	\$103,032

City of West Sacramento
2022/2023 Classification Plan

.SALARY
MAXIMUM
\$81,204
\$92,484
\$83,268
\$101,196
\$92,484
\$101,196
\$85,764
\$97,428
\$83,268
\$83,268
\$119,928
\$97,428
\$97,428
\$83,268
\$92,484
\$101,196
\$73,680
\$73,680
\$62,652
\$73,680
\$81,204
\$83,268
\$92,484
\$103,032
\$104,304
\$73,680
\$83,268
\$96,252
\$51,564
\$101,196
\$83,268
\$73,680
\$73,680
\$62,232
\$83,268
\$92,484
\$85,764
\$47,556
\$48,108
\$62,652

**City of West Sacramento
2022/2023 Classification Plan**

\$97,428
\$104,760
\$103,032
\$103,032
\$103,032

City of West Sacramento

Authorized Position List

Fiscal Year 2021 / 2022

Total Authorized Positions:
412.55

POSITION	101-9653 Engineering	101-9654 Inspection Engineering	101-9651 Engineering Administration	101-9652 Facilities Development	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR			1		1
CAPITAL IMPROVEMENT MANAGER	0.25		0.5	0.25	1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)	8				8
CONSTRUCTION & FACILITIES DEVELOPMENT MANAGER		0.5		0.5	1
CONSTRUCTION ADMINISTRATION SPECIALIST		0.5		0.5	1
DIRECTOR OF CAPITAL PROJECTS			1		1
DRAFTING SERVICES MANAGER	1				1
ENGINEERING ASSISTANT I/II/III*	1	4			5
ENGINEERING TECHNICIAN I/II/III	2	1			3
ENGINEERING/GIS TECHNICIAN	1				1
FINANCIAL SPECIALIST	1				1
PROJECT MANAGER I/II/SENIOR				4	4
SUPERVISING CIVIL ENGINEER*	1				1
Grand Total	15.25	6	2.5	5.25	29.00
*Engineering Assistant I/II/III may be filled at the lower level Engineering Technician I/II/III					
*Supervising Civil Engineer may be filled at the lower level Civil Engineer Series					

POSITION	104-9016 City Manager's Office	104-9022 City Clerk	104-9024 Human Resources	104-9026 Community Relations	104-9034 Information Technology	106-9020 Economic Development	110-9017 Kids Home Run Initiative	110-9018 Smart City Initiatives	516-9700 Port Administration	652-9040 Flood Protection	104-9021 Government	110-9016 City Manager's Office	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	0.5									1		0.5	2
ADMINISTRATIVE CLERK I/II/III		1											1
APPLICATION SUPPORT SPECIALIST**					5								5
ASSISTANT CITY MANAGER	0.82					0.08			0.1				1
BUSINESS MANAGER							1						1
CITY CLERK		1											1
CITY MANAGER	0.55					0.2			0.25				1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)										1			1
DATA SERVICES MANAGER							0.5	0.5					1
DEPUTY CITY CLERK I/II/SENIOR		1.925							0.075				2
DEPUTY CITY MANAGER/DIRECTOR OF INNOVATION & TECHNOLOGY				0.34	0.33			0.33					1
EXECUTIVE ASSISTANT TO THE CITY MANAGER	0.75					0.05			0.2				1
FLOOD GENERAL MANAGER										1			1
FLOOD PROTECTION PLANNER										1			1
HUMAN RESOURCES & PAYROLL TECHNICIAN I/II			4										4
HUMAN RESOURCES ANALYST/SENIOR			1										1
HUMAN RESOURCES MANAGER			1										1
INFORMATION TECHNOLOGY MANAGER*					1								1
INFORMATION TECHNOLOGY SPECIALIST					3								3
IT BUSINESS SERVICES COORDINATOR					1								1
PAYROLL ADMINISTRATOR			1										1
PORT GENERAL MANAGER									1				1
PROGRAM ASSOCIATE				1			1						2
PROGRAM MANAGER/SENIOR	0.5						1.5		0.5		1		3.5
PUBLIC INFORMATION OFFICER				1									1
SECRETARY										1			1
TECHNICAL SERVICES MANAGER					1								1
Grand Total	3.12	3.925	7	2.34	11.33	0.33	4	0.83	2.125	5	1	0.5	41.50
*INFORMATION TECHNOLOGY MANAGER MAY BE FILLED AT LOWER LEVEL SENIOR PROGRAM MANAGER													
**1.0 FTE Application Support Specialist Limited Term for one (1) year													

POSITION	101-9130 Code Enforcement	101-9311 Planning	101-9655 Traffic/Transportation	108-9130 Code Enforcement	650-9310 Comm Development Admin.	650-9315 Building Inspection	650-9321 Dev/Traffic Engineering	653-9661 Environmental Service	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR					1			3	4
BUILDING INSPECTOR I/II/SENIOR						2.5			2.5
CHIEF BUILDING OFFICIAL						1			1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)							3		3
CLERK/SENIOR CLERK					2				2
CODE ENFORCEMENT MANAGER	1								1
CODE ENFORCEMENT OFFICER I/II/SENIOR	3			1					4
DIRECTOR OF COMMUNITY DEVELOPMENT					1				1
ENGINEERING ASSISTANT I/II/III							1		1
ENVIRONMENTAL SERVICES & SUSTAINABILITY MANAGER								1	1
PERMIT SERVICES MANAGER						1			1
PERMIT TECHNICIAN I/II						2.5	0.5		3
PLANNER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)		4							4
PLANNING TECHNICIAN					1				1
PLANS EXAMINER I/II/SENIOR						1.5			1.5
PRINCIPAL ENGINEER							1		1
PRINCIPAL PLANNER		1							1
PROGRAM ASSOCIATE								1	1
SECRETARY	1								1
SUPERVISING TRANSPORTATION PLANNER			1						1
TRANSPORTATION PLANNER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)			2						2
Grand Total	5	5	3	1	5	8.5	5.5	5	38.00

Note: 1.0 FTE Civil Engineer Series may be filled at lower level Engineer Assistant I/II/III.

POSITION	106-9020 Economic Development	219-9328 Parking Activities	Grand Total
COMMUNITY INVESTMENT MANAGER	1		1
COMMUNITY INVESTMENT SPECIALIST	2		2
DIRECTOR OF ECONOMIC DEVELOPMENT & HOUSING	1		1
ECONOMIC DEVELOPMENT MANAGER	1		1
HOUSING MANAGER	1		1
PROGRAM MANAGER/SENIOR	3	1	4
SECRETARY	1		1
Grand Total	10	1	11.00

Note: One (1) Program Manager/Senior may be filled at a lower level Community Investment Specialist or Administrative Analyst I/II/Senior

Finance

POSITION	104-9050 Finance Administration	104-9051 Finance Fiscal Records	104-9052 Finance Revenue Collections	104-9053	Grand Total
ACCOUNTANT I/II/SENIOR		2			2
ACCOUNTING TECHNICIAN I/II/III		2	4		6
ADMINISTRATIVE ANALYST I/II/SENIOR				1	1
ADMINISTRATIVE ASSISTANT	1				1
BUDGET MANAGER*		1			1
DIRECTOR OF FINANCE	1				1
FINANCE ANALYST/SENIOR		1			1
FINANCE MANAGER		1			1
FINANCE SUPERVISOR		1	1		2
PURCHASING MANAGER				1	1
Grand Total	2	8	5	2	17.00
*Budget Manager may be filled at the lower level Finance Analyst/Senior classification					

Fire

POSITION	101-9153 Fire - Hazardous Materials	108-9151 Fire Operations	101-9150 Fire - Administration	101-9151 Fire - Operations	101-9152 Fire Prevention Services	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR			1			1
DEPUTY FIRE CHIEF			1			1
FINANCIAL SPECIALIST			1			1
FIRE BATTALION CHIEF				4		4
FIRE CAPTAIN				16		16
FIRE CHIEF			1			1
FIRE ENGINEER				15		15
FIRE FIGHTER		2		20		22
FIRE INSPECTOR I/II/SENIOR	2					2
FIRE MARSHAL	0.9		0.1			1
PLANS EXAMINER I/II/SENIOR					1	1
SECRETARY	1					1
Grand Total	3.9	2	4.1	55	1	66.00

Note: Firefighter position(s) may be flexibly staffed at either the Firefighter or Fire Recruit level. No more than six positions may be flexibly staffed.

Parks & Recreation

POSITION	101-9500 Parks & Recreation Admin	101-9510 Recreation Activities	101-9520 Park Maintenance	254-9555 Discovery Preschool Program	CFD D-Southport Indst Prk Srvs	110-9019 Homeless Program	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	1						1
BUSINESS MANAGER	1						1
CHIEF PARKS & GROUNDS WORKER			3.2		0.8		4
DIRECTOR OF PARKS & RECREATION	1						1
GROUNDSKEEPER			3			1	4
PARKS & GROUNDS WORKER/SENIOR			7			1	8
PARKS OPERATIONS SUPERINTENDENT			1				1
PRESCHOOL SITE SUPERVISOR				0.8			0.8
PRESCHOOL TEACHER				0.75			0.75
PROJECT MANAGER I/II/SENIOR			1				1
RECREATION COORDINATOR		6					6
RECREATION MANAGER		2					2
RECREATION SUPERVISOR I/II		6					6
SECRETARY	1						1
SPECIAL EVENTS SUPERVISOR I/II	1						1
Grand Total	5	14	15.2	1.55	0.8	2	38.55

Police

POSITION	101-9110 Police - Administration	101-9111 Police - Investigations	101-9113 Police - Patrol	101-9116 Police - Traffic/ParkingSafety	108-9111 Police - Investigations	250-9117 Police - C.L.O. Program	101-9112 Police - Records	101-9114 Police - COS	110-9019 Homeless Program	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	4							2		6
BUSINESS MANAGER								1		1
CALEA COORDINATOR	1									1
CLERK/SENIOR CLERK							1			1
COMMUNITY SERVICES OFFICER I/II			6							6
COURT LIAISON OFFICER						0.5				0.5
COURT LIAISON SPECIALIST						0.5				0.5
CRIME ANALYST		1								1
CRIME SCENE INVESTIGATOR I/II/III	1	2								3
DEPUTY POLICE CHIEF	1									1
POLICE CHIEF	1									1
POLICE LIEUTENANT	2	1	2							5
POLICE OFFICER		10	43	3	1					57
POLICE RECORDS SUPERVISOR							1			1
POLICE RECORDS TECHNICIAN							6			6
POLICE SERGEANT	1	1	8	1	2					13
POLICE SERVICES COORDINATOR								1		1
POLICE SUPPORT SERVICES MANAGER	1									1
PROGRAM ASSOCIATE									1	1
PROGRAM MANAGER/SENIOR									1	1
PROPERTY/EVIDENCE TECHNICIAN I/II	1									1
SECRETARY	1	1					1			3
YOUTH COUNSELOR		1								1
Grand Total	14	17	59	4	3	1	9	4	2	113.00
NOTE: Police Officer position(s) may be flexibly staffed at either the Police Officer or Police Recruit level. No more than five positions may be flexibly staffed.										
NOTE: 5.0 FTE Police Officer positions in General Fund 101 designated as unfunded										

POSITION	104-9325 City Facility Project & Maint	108-9205 Street Sweeping Maintenance	108-9210 Road Maintenance	201-9205 Street Sweeping Maintenance	201-9210 Road Maintenance	215-9230 Storm Water Maint-MS4	501-9410 Sewer Collection	506-9610 Water Treatment	506-9611 Water Distribution	506-9612 Water Backflow Prevention Prg	610-9650 Public Works O&M Administration	104-9326 Fleet Maintenance	101-9212 Traffic/Transportation Operations	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR											1			1
BUSINESS MANAGER											1			1
CHIEF FACILITIES MAINTENANCE WORKER	1													1
CHIEF MAINTENANCE WORKER			1				1		1					3
CHIEF TREATMENT PLANT MECHANIC							0.5	0.5						1
CLERK/SENIOR CLERK										0.5	0.5			1
DIRECTOR OF PUBLIC WORKS OPERATIONS & MAINTENANCE											1			1
ELECTRICAL TECHNICIAN							1		1					2
ENGINEERING ASSISTANT I/II/III													1	1
EQUIPMENT & FACILITIES SUPERINTENDENT	0.5										0.5			1
EQUIPMENT MECHANIC I/II												3		3
FACILITIES MAINTENANCE WORKER/AIDE/SENIOR	4													4
INSTRUMENTATION TECHNICIAN							0.25	0.75						1
MAINTENANCE WORKER/SENIOR		1	1	1	2	2	7		7	1.5				22.5
SECRETARY											1			1
STATIONARY ENGINEER	2													2
TRAFFIC CONTROL & LIGHTING TECHNICIAN I/II													1	1
TREATMENT PLANT MECHANIC I/II							1	1	1					3
UTILITIES MAINTENANCE SUPERINTENDENT					0.25	0.25	0.25		0.25					1
WATER TREATMENT PLANT OPERATOR APPRENTICE/II/III/IV								6						6
WATER TREATMENT SUPERINTENDENT								1						1
Grand Total	7.5	1	2	1	2.25	2.25	11	9.25	10.25	2	5	3	2	58.50

Date	Dept	Approved By	Amendment
7/1/2021	Capital Projects & Transportation	City Council	Add 1.0 FTE Project Manager I/II/Senior to 101-9652; add 1.0 FTE Engineering Assistant I/II/III to 101-9654; add 1.0 FTE Engineering Technician I/II/III to 101-9654.
7/1/2021	City Manager's Office	City Council	Change 0.5 FTE Program Manager/Senior from 110-9016 to 516-9700; change 0.5 FTE Administrative Analyst I/II/Senior from 516-9700 to 110-9016; add Limited Term 1.0 FTE Preschool Teacher/Family Support Specialist to 110-9017 from 254-9556 expiring 6/30/2023.
7/1/2021	City Manager's Office	City Manager	Change 0.5 FTE Senior Program Manager from 104-9010 to 104-9021 (total 1.0 FTE 104-9021)
7/1/2021	Community Development	City Council	Add 0.5 FTE Building Plans Examiner I/II/Senior to 650-9315; add 0.5 Building Inspector I/II/Senior to 650-9315.
7/1/2021	Finance & Technology	City Council	Change 1.0 FTE Finance Analyst/Senior from 104-9050 to 104-9051; change .05 FTE Administrative Assistant from 264-9395 to 104-9050; change 0.4 FTE Accountant I/II/Senior from 264-9395 to 104-9050; change 0.2 FTE Budget Manager from 264-9395 to 104-9051; change 0.025 FTE Director of Finance & Technology from 264-9395 to 104-9050; change 0.25 FTE Finance Manager from 264-9395 to 104-9051.
7/1/2021	Fire	City Council	Add 1.0 FTE Building Plans Examiner I/II/Senior to 101-9152.
7/1/2021	Parks & Recreation	City Council	Add 1.0 FTE Park Maintenance Worker/Senior to 110-9019; add 1.0 FTE Groundskeeper to 110-9019; Add 1.0 FTE Recreation Coordinator to 101-9515; move 1.0 FTE Preschool Teacher/Family Support Specialist from 254-9556 to City Manager's Office 110-9017.
7/14/2021	Police	City Council	Change footnote to read that 5.0 FTE Police Officer positions are unfunded in the General Fund, instead of just 101-9111 and 101-9113 cost centers.
7/14/2021	Capital Projects	City Council	Change department name to Capital Projects; move Transportation Division to Community Development Department (2.0 FTE Transportation Planner Series and 1.0 FTE Supervising Transportation Planner); Change title of Director of Capital Projects & Transportation position to Director of Capital Projects.
7/14/2021	Community Development	City Council	Add Transportation Division from Capital Projects (2.0 FTE Transportation Planner Series and 1.0 FTE Supervising Transportation Planner)
7/14/2021	City Manager's Office	City Council	Move 1.0 FTE Preschool Teacher/Family Support Specialist to Parks & Recreation Department (Correction from the 6/16/2021 staff report)
7/14/2021	Parks & Recreation	City Council	Add 1.0 FTE Preschool Teacher/Family Support Specialist from City Manager's Office (Correction from the 6/16/2021 staff report)
9/1/2021	Parks & Recreation	City Council	1.0 FTE Secretary in 101-9500 under evaluation for reclassification pending job description creation. Eliminate 3.0 FTE Preschool Teachers and 2.0 FTE Preschool Teacher/Family Support Specialist, and 1.0 Preschool Site Supervisor (Correction from 6/16/2021 staff report) from 254-9556.
9/15/2021	Parks & Recreation	City Council	Reclass 1.0 FTE Secretary to 1.0 Special Events Supervisor I/II
9/15/2021	City Manager's Office	City Council	Eliminate 2.0 FTE Human Resources Technician I/II and 1.0 FTE Payroll Technician (104-9024) and add 3.0 FTE Human Resources & Payroll Technician I/II
9/15/2021	Capital Projects	City Council	Change 0.5 FTE Capital Improvement Manager from 101-9655 Traffic/Transportation to 101-9653 Engineering.
11/3/2021	Community Development	City Council	Classification title change from Building Official/City Architect to Chief Building Official and Environmental Services Manager to Environmental Services & Sustainability Manager.
12/8/2021	Police	City Council	Add 1.0 FTE CALEA Coordinator to 101-9110. Add 2.0 FTE Community Services Officer I/II to 101-9113. Change 1.0 FTE Program Associate from 101-9019 to 110-9019. Change 1.0 Program Manager/Senior from 101-9019 to 110-9019.
12/8/2021	City Manager's Office	City Council	Add 1.0 FTE Human Resources & Payroll Technician I/II to 104-9024.
12/8/2021	Community Development	City Council	Add 1.0 FTE Planner Series to 101-9311.
12/8/2021	Finance & Technology	City Council	Add 1.0 FTE Finance Supervisor to 104-9052. Add 1.0 FTE Finance Supervisor to 104-9051. Add 1.0 FTE Accounting Technician I/II/III to 104-9051. Add 1.0 FTE Application Support Specialist to 104-9034 for one (1) year limited term. Eliminate 1.0 FTE Accountant I/II/Senior from 104-9051. Add 1.0 FTE Accounting Technician I/II/III to 104-9052. Eliminate 1.0 FTE Revenue Supervisor from 104-9052 upon employee retirement.
12/8/2021	Capital Projects	City Council	Add 1.0 FTE Administrative Analyst I/II/Senior to 101-9651. Eliminate 1.0 FTE Secretary from 101-9651. Department change 1.0 FTE Engineering Assistant I/II/III 101-9212 and 1.0 FTE Traffic Control & Streetlight Technician I/II 101-9212 to Public Works O&M.
12/8/2021	Public Works O&M	City Council	Add 1.0 FTE Administrative Analyst I/II/Senior to 610-9650. Eliminate 0.5/0.5 FTE Clerk/Senior Clerk from 104-9325 and 104-9326. Add 1.0 FTE Engineering Assistant I/II/III 101-9212 and 1.0 FTE Traffic Control & Streetlight Technician I/II 101-9212 from Capital Projects.
12/8/2021	Fire	City Council	Add 1.0 FTE Battalion Chief to 101-9151. Eliminate 1.0 Fire Captain from 101-9151.
1/19/2022	Community Development	City Council	Title change 1.0 FTE Building Plans Examiner I/II/Senior to Plans Examiner I/II/Senior
1/19/2022	Fire	City Council	Title change 1.0 FTE Building Plans Examiner I/II/Senior to Plans Examiner I/II/Senior
1/19/2022	Capital Projects	City Council	Add 2.0 Civil Engineer Series to 101-9653
1/19/2022	Parks & Recreation	City Council	Eliminate 1.0 FTE Clerk/Senior Clerk from 101-9500. Add 1.0 FTE Secretary to 101-9500.
1/19/2022	Public Works O&M	City Council	Eliminate 1.0 FTE Clerk/Senior Clerk from 610-9650. Add 1.0 FTE Secretary to 610-9650.
3/14/2022	Parks & Recreation	City Manager	Change 1.0 FTE Recreation Coordinator from 101-9515 to 101-9510.
4/6/2022	Finance & Technology	City Council	Add 1.0 FTE Administrative Analyst I/II/Senior to 104-9053; Change 0.5 FTE Administrative Assistant from 104-9053 to 104-9050.
4/6/2022	Capital Projects	City Manager	Change Capital Improvement Manager from 1.0 FTE 101-9653 to 0.25 FTE 101-9653, 0.25 101-9652, and 0.50 FTE 101-9651; change Construction Administration Specialist from 1.0 FTE 101-9654 to 0.50 FTE 101-9654 and 0.50 FTE 101-9652; change Financial Specialist from 1.0 FTE 101-9651 to 1.0 FTE 101-9653; change Construction Facilities Development Manager from 0.75 FTE 101-9654 & 0.25 FTE 101-9652 to 0.50 FTE 101-9654 & 0.50 FTE 101-9652.
4/9/2022	Finance	City Council	Title Change 1.0 Director of Finance & Technology to Director of Finance; Allow Information Technology Manager to be filled at the lower level Senior Program Manager; Move 1.0 FTE Information Technology Manager*, 1.0 FTE IT Business Services Coordinator, 1.0 FTE Data Services Manager, 1.0 FTE Technical Services Manager, 3.0 FTE IT Specialist and 5.0 FTE Application Support Specialist) to City Manager's Office.
4/9/2022	City Manager's Office	City Council	Add Information Technology Division to City Manager's Office (1.0 FTE Information Technology Manager*, 1.0 FTE IT Business Services Coordinator, 1.0 FTE Data Services Manager, 1.0 FTE Technical Services Manager, 3.0 FTE IT Specialist and 5.0 FTE Application Support Specialist); Change title of the Deputy City Manager/Chief Innovation Officer to Deputy City Manager/Director of Innovation & Technology (0.334 FTE 104-9026, 0.33 FTE 104-9034, 0.33 FTE 110-9017.

City of West Sacramento

Authorized Position List

Fiscal Year 2022 / 2023

Total Authorized Positions:
413.55

POSITION	101-9653 Engineering	101-9654 Inspection Engineering	101-9651 Engineering Administration	101-9652 Facilities Development	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR			1		1
CAPITAL IMPROVEMENT MANAGER	0.25		0.5	0.25	1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)	8				8
CONSTRUCTION & FACILITIES DEVELOPMENT MANAGER		0.5		0.5	1
CONSTRUCTION ADMINISTRATION SPECIALIST		0.5		0.5	1
DIRECTOR OF CAPITAL PROJECTS			1		1
DRAFTING SERVICES MANAGER	1				1
ENGINEERING ASSISTANT I/II/III*	1	4			5
ENGINEERING TECHNICIAN I/II/III	2	1			3
ENGINEERING/GIS TECHNICIAN	1				1
FINANCIAL SPECIALIST	1				1
PROJECT MANAGER I/II/SENIOR				4	4
SUPERVISING CIVIL ENGINEER*	1				1
Grand Total	15.25	6	2.5	5.25	29.00
*Engineering Assistant I/II/III may be filled at the lower level Engineering Technician I/II/III					
*Supervising Civil Engineer may be filled at the lower level Civil Engineer Series					

POSITION	104-9016 City Manager's Office	104-9022 City Clerk	104-9024 Human Resources	104-9026 Community Relations	104-9034 Information Technology	106-9020 Economic Development	110-9017 Kids Home Run Initiative	110-9018 Smart City Initiatives	516-9700 Port Administration	652-9040 Flood Protection	104-9021 Government	110-9016 City Manager's Office	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	0.5									1		0.5	2
ADMINISTRATIVE CLERK I/II/III		1											1
APPLICATION SUPPORT SPECIALIST**					5								5
ASSISTANT CITY MANAGER	0.82					0.08			0.1				1
BUSINESS MANAGER							1						1
CITY CLERK		1											1
CITY MANAGER	0.55					0.2			0.25				1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)										1			1
DATA SERVICES MANAGER							0.5	0.5					1
DEPUTY CITY CLERK I/II/SENIOR		1.925							0.075				2
DEPUTY CITY MANAGER/DIRECTOR OF INNOVATION & TECHNOLOGY				0.34	0.33			0.33					1
EXECUTIVE ASSISTANT TO THE CITY MANAGER	0.75					0.05			0.2				1
FLOOD GENERAL MANAGER										1			1
FLOOD PROTECTION PLANNER										1			1
HUMAN RESOURCES & PAYROLL TECHNICIAN I/II			4										4
HUMAN RESOURCES ANALYST/SENIOR			1										1
HUMAN RESOURCES MANAGER			1										1
INFORMATION TECHNOLOGY MANAGER*					1								1
INFORMATION TECHNOLOGY SPECIALIST					3								3
IT BUSINESS SERVICES COORDINATOR					1								1
PAYROLL ADMINISTRATOR			1										1
PORT GENERAL MANAGER									1				1
PROGRAM ASSOCIATE				1			1						2
PROGRAM MANAGER/SENIOR	0.5						1.5		0.5		1		3.5
PUBLIC INFORMATION OFFICER				1									1
SECRETARY										1			1
TECHNICAL SERVICES MANAGER					1								1
Grand Total	3.12	3.925	7	2.34	11.33	0.33	4	0.83	2.125	5	1	0.5	41.50
*INFORMATION TECHNOLOGY MANAGER MAY BE FILLED AT LOWER LEVEL SENIOR PROGRAM MANAGER													
**1.0 FTE Application Support Specialist Limited Term for one (1) year													

POSITION	101-9130 Code Enforcement	101-9311 Planning	101-9655 Traffic/Transportation	108-9130 Code Enforcement	650-9310 Comm Development Admin.	650-9315 Building Inspection	650-9321 Dev/Traffic Engineering	653-9661 Environmental Service	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR					1			3	4
BUILDING INSPECTOR I/II/SENIOR						2.5			2.5
CHIEF BUILDING OFFICIAL						1			1
CIVIL ENGINEER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)							3		3
CLERK/SENIOR CLERK					2				2
CODE ENFORCEMENT MANAGER	1								1
CODE ENFORCEMENT OFFICER I/II/SENIOR	3			1					4
DIRECTOR OF COMMUNITY DEVELOPMENT					1				1
ENGINEERING ASSISTANT I/II/III							1		1
ENVIRONMENTAL SERVICES & SUSTAINABILITY MANAGER								1	1
PERMIT SERVICES MANAGER						1			1
PERMIT TECHNICIAN I/II						2.5	0.5		3
PLANNER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)		4							4
PLANNING TECHNICIAN					1				1
PLANS EXAMINER I/II/SENIOR						1.5			1.5
PRINCIPAL ENGINEER							1		1
PRINCIPAL PLANNER		1							1
PROGRAM ASSOCIATE								1	1
SECRETARY	1								1
SUPERVISING TRANSPORTATION PLANNER			1						1
TRANSPORTATION PLANNER SERIES (JUNIOR/ASSISTANT/ASSOCIATE/SENIOR)			2						2
Grand Total	5	5	3	1	5	8.5	5.5	5	38.00

Note: 1.0 FTE Civil Engineer Series may be filled at lower level Engineer Assistant I/II/III.

POSITION	106-9020 Economic Development	219-9328 Parking Activities	Grand Total
COMMUNITY INVESTMENT MANAGER	1		1
COMMUNITY INVESTMENT SPECIALIST	2		2
DIRECTOR OF ECONOMIC DEVELOPMENT & HOUSING	1		1
ECONOMIC DEVELOPMENT MANAGER	1		1
HOUSING MANAGER	1		1
PROGRAM MANAGER/SENIOR	3	1	4
SECRETARY	1		1
Grand Total	10	1	11.00

Note: One (1) Program Manager/Senior may be filled at a lower level Community Investment Specialist or Administrative Analyst I/II/Senior

POSITION	104-9050 Finance Administration	104-9051 Finance Fiscal Records	104-9052 Finance Revenue Collections	104-9053	Grand Total
ACCOUNTANT I/II/SENIOR		2			2
ACCOUNTING TECHNICIAN I/II/III		2	5		7
ADMINISTRATIVE ANALYST I/II/SENIOR				1	1
ADMINISTRATIVE ASSISTANT	1				1
BUDGET MANAGER*		1			1
DIRECTOR OF FINANCE	1				1
FINANCE ANALYST/SENIOR		1			1
FINANCE MANAGER		1			1
FINANCE SUPERVISOR		1	1		2
PURCHASING MANAGER				1	1
Grand Total	2	8	5	2	18.00
*Budget Manager may be filled at the lower level Finance Analyst/Senior classification					

Fire

POSITION	101-9153 Fire - Hazardous Materials	108-9151 Fire Operations	101-9150 Fire - Administration	101-9151 Fire - Operations	101-9152 Fire Prevention Services	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR			1			1
DEPUTY FIRE CHIEF			1			1
FINANCIAL SPECIALIST			1			1
FIRE BATTALION CHIEF				4		4
FIRE CAPTAIN				16		16
FIRE CHIEF			1			1
FIRE ENGINEER				15		15
FIRE FIGHTER		2		20		22
FIRE INSPECTOR I/II/SENIOR	2					2
FIRE MARSHAL	0.9		0.1			1
PLANS EXAMINER I/II/SENIOR					1	1
SECRETARY	1					1
Grand Total	3.9	2	4.1	55	1	66.00

Note: Firefighter position(s) may be flexibly staffed at either the Firefighter or Fire Recruit level. No more than six positions may be flexibly staffed.

Parks & Recreation

POSITION	101-9500 Parks & Recreation Admin	101-9510 Recreation Activities	101-9520 Park Maintenance	254-9555 Discovery Preschool Program	CFD D-Southport Indst Prk Srvs	110-9019 Homeless Program	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	1						1
BUSINESS MANAGER	1						1
CHIEF PARKS & GROUNDS WORKER			3.2		0.8		4
DIRECTOR OF PARKS & RECREATION	1						1
GROUNDSKEEPER			3			1	4
PARKS & GROUNDS WORKER/SENIOR			7			1	8
PARKS OPERATIONS SUPERINTENDENT			1				1
PRESCHOOL SITE SUPERVISOR				0.8			0.8
PRESCHOOL TEACHER				0.75			0.75
PROJECT MANAGER I/II/SENIOR			1				1
RECREATION COORDINATOR		6					6
RECREATION MANAGER		2					2
RECREATION SUPERVISOR I/II		6					6
SECRETARY	1						1
SPECIAL EVENTS SUPERVISOR I/II	1						1
Grand Total	5	14	15.2	1.55	0.8	2	38.55

Police

POSITION	101-9110 Police - Administration	101-9111 Police - Investigations	101-9113 Police - Patrol	101-9116 Police - Traffic/ParkingSafety	108-9111 Police - Investigations	250-9117 Police - C.L.O. Program	101-9112 Police - Records	101-9114 Police - COS	110-9019 Homeless Program	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR	4							2		6
BUSINESS MANAGER								1		1
CALEA COORDINATOR	1									1
CLERK/SENIOR CLERK							1			1
COMMUNITY SERVICES OFFICER I/II/SENIOR			6							6
COURT LIAISON OFFICER						0.5				0.5
COURT LIAISON SPECIALIST						0.5				0.5
CRIME ANALYST I/II/SENIOR		1								1
CRIME SCENE INVESTIGATOR I/II/III	1	2								3
DEPUTY POLICE CHIEF	1									1
POLICE CHIEF	1									1
POLICE LIEUTENANT	2	1	2							5
POLICE OFFICER		10	43	3	1					57
POLICE RECORDS SUPERVISOR							1			1
POLICE RECORDS TECHNICIAN I/II/SENIOR							6			6
POLICE SERGEANT	1	1	8	1	2					13
POLICE SERVICES COORDINATOR								1		1
POLICE SUPPORT SERVICES MANAGER	1									1
PROGRAM ASSOCIATE									1	1
PROGRAM MANAGER/SENIOR									1	1
PROPERTY/EVIDENCE TECHNICIAN I/II	1									1
SECRETARY	1	1					1			3
YOUTH COUNSELOR		1								1
Grand Total	14	17	59	4	3	1	9	4	2	113.00
NOTE: Police Officer position(s) may be flexibly staffed at either the Police Officer or Police Recruit level. No more than five positions may be flexibly staffed.										
NOTE: 5.0 FTE Police Officer positions in General Fund 101 designated as unfunded										

POSITION	104-9325 City Facility Project & Maint	108-9205 Street Sweeping Maintenance	108-9210 Road Maintenance	201-9205 Street Sweeping Maintenance	201-9210 Road Maintenance	215-9230 Storm Water Maint-MS4	501-9410 Sewer Collection	506-9610 Water Treatment	506-9611 Water Distribution	506-9612 Water Backflow Prevention Prg	610-9650 Public Works O&M Administration	104-9326 Fleet Maintenance	101-9212 Traffic/Transportation Operations	Grand Total
ADMINISTRATIVE ANALYST I/II/SENIOR											2			2
CHIEF FACILITIES MAINTENANCE WORKER	1													1
CHIEF MAINTENANCE WORKER			1				1		1					3
CHIEF TREATMENT PLANT MECHANIC							0.5	0.5						1
CLERK/SENIOR CLERK										0.5	0.5			1
DIRECTOR OF PUBLIC WORKS OPERATIONS & MAINTENANCE											1			1
ELECTRICAL TECHNICIAN							1		1					2
ENGINEERING ASSISTANT I/II/III													1	1
EQUIPMENT & FACILITIES SUPERINTENDENT	0.5										0.5			1
EQUIPMENT MECHANIC I/II												3		3
FACILITIES MAINTENANCE WORKER/AIDE/SENIOR	4													4
INSTRUMENTATION TECHNICIAN							0.25	0.75						1
MAINTENANCE WORKER/SENIOR		1	1	1	2	2	7		7	1.5				22.5
SECRETARY											1			1
STATIONARY ENGINEER	2													2
TRAFFIC CONTROL & LIGHTING TECHNICIAN I/II													1	1
TREATMENT PLANT MECHANIC I/II							1	1	1					3
UTILITIES MAINTENANCE SUPERINTENDENT					0.25	0.25	0.25		0.25					1
WATER TREATMENT PLANT OPERATOR APPRENTICE/II/III/IV								6						6
WATER TREATMENT SUPERINTENDENT								1						1
Grand Total	7.5	1	2	1	2.25	2.25	11	9.25	10.25	2	5	3	2	58.50

Date	Dept	Approved By	Amendment
7/1/2022	Public Works O&M	City Council	Eliminate 1.0 Business Manager; Add 1.0 Administrative Analyst I/II/Senior Series.
7/1/2022	Police	City Council	Add the following series positions: Crime Analyst I/II/Senior, Community Services Officer Senior, Police Records Technician I/II/Senior.