



# A G E N D A

## Meeting of the Scotts Valley City Council

**Date: December 5, 2018**

**Time: 6:00 pm**

| CONTACT INFORMATION                                                                        | MEETING LOCATION                                                         | POSTING                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Scotts Valley<br>1 Civic Center Drive<br>Scotts Valley, CA 95066<br>(831) 440-5600 | City Council Chambers<br>1 Civic Center Drive<br>Scotts Valley, CA 95066 | The agenda was posted 11/30/18<br>at City Hall, SV Senior Center, SV<br>Library and on the Internet at<br><a href="http://www.scottsvalley.org">www.scottsvalley.org</a> . |

| ELECTED OFFICIALS                                                                                                                                | CITY STAFF MEMBERS                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jim Reed, Mayor<br>Jack Dilles, Vice Mayor<br>Stephany E. Aguilar, Council Member<br>Randy Johnson, Council Member<br>Donna Lind, Council Member | Jenny Haruyama, City Manager<br>Kirsten Powell, City Attorney<br>Steve Walpole, Chief of Police<br>Taylor Bateman, Community Development Director<br>Tony McFarlane, Administrative Services Director<br>Daryl Jordan, Public Works Director<br>Tracy Ferrara, City Clerk |

| MEETING NOTICE AND AGENDA PACKET MATERIALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <p><b>Notice regarding City Council Meetings:</b><br/>The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 pm in the City Hall Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA 95066.</p> <p><b>Agenda and Agenda Packet Materials:</b><br/>The City Council agenda and the complete agenda packet are available for review by 5:00 pm the Friday before the Wednesday meeting on the Internet at the City's website: <a href="http://www.scottsvalley.org">www.scottsvalley.org</a> and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at <a href="http://www.scottsvalley.org">www.scottsvalley.org</a>.</p> <p><b>Televised Meetings:</b><br/>City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25.</p> |

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| <b>CALL TO ORDER                      6:00 PM</b> |
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| <b>PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE</b> |
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| <b>ROLL CALL</b> |
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| <b>SPECIAL SET MATTER</b> |
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Oral Presentation of annual report for the Santa Cruz City/County Library System from Library Director Susan Nemitz

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| <b>COMMITTEE REPORTS</b> |
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council members are appointed to committees which are either City committees or committees dealing with other jurisdictions. This portion of the agenda allows the committee member to present oral or written reports to the Council regarding their committee assignments. It also allows the Council to make comments and give the committee member direction, as required. |
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| <b>CITY MANAGER REPORT</b> |
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| <b>PUBLIC COMMENT TIME</b> |
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| This is the opportunity for individuals to make and/or submit written or oral comments to the Council on any items within the purview of the Council, which are NOT part of the Agenda. No action on the item may be taken, but the Council may request the matter be placed on a future agenda. |
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| <b>ALTERATIONS TO CONSENT AGENDA</b> |
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| Council can remove or add items to the Consent Agenda. |
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| <b>CONSENT AGENDA</b> |
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| The Consent Agenda is comprised of items which appear to be non-controversial. Persons wishing to speak on any items may do so raising their hand to be recognized by the Mayor. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- A.     Approve check registers dated 11-21-2018
- B.     Approve amendment to the agreement for the Grove Subdivision and authorize the City Manager to execute the Amendment
- C.     Approve Resolution No. 1955.1, designating the job classification of Public Works Operations Manager and adding a salary range to the salary schedule
- D.     Approve Resolution No. 630.38.2 amending the FY 2018/19 budget to ensure adequate funding for storm drain master plan services

- E. Approve Resolution No. 292.13 approving the appointment of Valery Opland to a temporary assignment as Senior Accounting/Human Resources Technician in the City of Scotts Valley Finance Department
- F. Approve renewal of the Landlord Incentive Program Agreement and authorize the City Manager to sign the agreement and approve non-monetary and administrative amendments
- G. Approve closure of non-essential city facilities, including City Hall and Recreation Administrative Offices on Monday, December 24, 2018 through January 2019 and the Senior Center on Monday, December 17, 2018 through Friday, December 28, 2018
- H. Approve Resolution No. 1551.25, authorizing wage and benefit adjustments and amendments to the salary schedule as reflected in the Scotts Valley Management and Confidential Employee Compensation Benefits Package for July 1, 2018 To July 1, 2021 and authorize the City Manager to execute the agreement
- I. Amendment to the Memorandum of Understanding (MOU) between the City of Scotts Valley and Police Supervisors Association (SVPSA) and authorize the City Manager to execute the MOU
- J. Approve the Tentative Agreement between the City of Scotts Valley and the Scotts Valley Police Bargaining Unit (SVPBU), authorize City staff to update the MOU to include the new terms and conditions, authorize the City Manager to sign the agreement, and authorize the City Manager and the Administrative Services Director to take any administrative actions necessary to effectuate the terms and conditions of the agreement

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| <b>ALTERATIONS TO REGULAR AGENDA</b> |
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| Council can remove or add items to the Regular Agenda. |
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| <b>REGULAR AGENDA</b> |
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|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor. |
|-----------------------------------------------------------------------------------------------------|

- 1. Scotts Valley General Plan Update (Community Development Director Bateman)
- 2. Future Council agenda items  
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

|                                  |
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| <b>CONVENE TO CLOSED SESSION</b> |
|----------------------------------|

**CLOSED SESSION SUBJECT(S)**

|                  |                                     |
|------------------|-------------------------------------|
| (1)              | City Manager Performance Evaluation |
| Legal Authority: | Government Code Section 54957       |
| Name of Case:    | N/A                                 |
| Staff Present:   | City Manager, City Attorney         |

**RECONVENE TO OPEN SESSION**

**REPORT ON ACTION TAKE DURING CLOSED SESSION**

**ADJOURNMENT**

**ADA NOTICE**

The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

**PROCEDURAL INFORMATION FOR THE PUBLIC**

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN  
APPROVAL OF A RESOLUTION:**

1. Move the Resolution number for approval.
2. Second the motion.
3. Vote by body, a roll call vote is not required.

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN  
INTRODUCTION/ADOPTION OF AN ORDINANCE:**

1. Move the Ordinance number for introduction (or adoption).
2. Move the Ordinance be introduced by title only and waive the reading of the text.
3. Read the Ordinance title.
4. Second the motion.
5. Vote by body, a roll call vote is not required.

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN  
PUBLIC COMMENT/PUBLIC HEARINGS:**

Unless otherwise determined by the presiding officer of the meeting:

1. Three minutes allowed per individual to speak.
2. Five minutes allowed per individual representing a group of three or more.



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# AGENDA ITEM A

DATE: 12-5-2018

SCOTTS VALLEY ACCOUNTS PAYABLE  
11/20/2018 18:26:17 Check Register

CITY OF SCOTTS VALLEY  
GL050S-V08.08 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 112118 COMMENT... A/P AS OF NOV 21 2018

DATA-JE-ID DATA COMMENT  
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W-11212018-425 A/P AS OF NOV 21 2018

Run Instructions:

| Jobq | Banner | Copies | Form | Printer   | Hold | Space | LPI | Lines | CPI | CP | SP | RT |
|------|--------|--------|------|-----------|------|-------|-----|-------|-----|----|----|----|
| L    |        | 01     |      | CASCPRT01 | Y    | S     | 6   | 066   | 10  |    |    |    |

| BANK | VENDOR                          | CHECK# | DATE     | AMOUNT    |
|------|---------------------------------|--------|----------|-----------|
| BA   | GENERAL CHECKING ACCOUNT        |        |          |           |
|      | 000182 A SIGN ASAP              | 114909 | 11/21/18 | 512.30    |
|      | 001405 AFLAC-FLEX ONE           | 114910 | 11/21/18 | 3,197.21  |
|      | 003719 ALPHA LAND SURVEYS, INC  | 114911 | 11/21/18 | 4,200.00  |
|      | 000001 AMERICAN PLANNING ASSOCI | 114912 | 11/21/18 | 378.00    |
|      | 003149 AQUATIC BIOASSAY &       | 114913 | 11/21/18 | 4,330.00  |
|      | 000097 AT&T                     | 114914 | 11/21/18 | 157.91    |
|      | 000614 BATTERIES PLUS           | 114915 | 11/21/18 | 625.46    |
|      | 001822 BC LABORATORIES INC.     | 114916 | 11/21/18 | 140.00    |
|      | 001066 BEHAVIORAL HEALTH CARE I | 114917 | 11/21/18 | 128.00    |
|      | 001593 BENEDICT DDS/NANETTE     | 114918 | 11/21/18 | 53.50     |
|      | 003054 BIRLEY/MICHAEL           | 114919 | 11/21/18 | 51.00     |
|      | 001115 BOYNTON/MIKE             | 114920 | 11/21/18 | 3,450.00  |
|      | 000437 BRASS KEY LOCKSMITH      | 114921 | 11/21/18 | 17.59     |
|      | 003715 CALCON SYSTEMS, INC      | 114922 | 11/21/18 | 4,572.61  |
|      | 003714 CAPITOLA/CITY OF         | 114923 | 11/21/18 | 7,236.52  |
|      | 003280 CAROLLO                  | 114924 | 11/21/18 | 2,305.95  |
|      | 003562 CARPET ONE               | 114925 | 11/21/18 | 1,702.58  |
|      | 000773 CENTRAL COAST LANDSCAPE  | 114926 | 11/21/18 | 383.00    |
|      | 003721 CHRISP COMPANY           | 114927 | 11/21/18 | 9,100.00  |
|      | 000235 CIVIL CONSULTANTS GROUP  | 114928 | 11/21/18 | 2,800.00  |
|      | 001051 COASTAL EVERGREEN CORP   | 114929 | 11/21/18 | 1,400.00  |
|      | 002091 COMCAST                  | 114930 | 11/21/18 | 569.70    |
|      | 001103 CREATIVE FORMS & CONCEPT | 114931 | 11/21/18 | 206.97    |
|      | 003100 CRPOA                    | 114932 | 11/21/18 | 480.00    |
|      | 000037 CRYSTAL SPRINGS WATER CO | 114933 | 11/21/18 | 30.90     |
|      | 003043 CSG CONSULTANTS, INC     | 114934 | 11/21/18 | 33,710.28 |
|      | 001362 DUNCAN AUTO TECH         | 114935 | 11/21/18 | 108.50    |
|      | 003248 EARTHWORKS               | 114936 | 11/21/18 | 9,061.58  |
|      | 003154 FLANNERY/MARLENE         | 114937 | 11/21/18 | 339.46    |
|      | 003502 FREITAS & FREITAS        | 114938 | 11/21/18 | 700.00    |
|      | 003720 HOFKINS/DOUG             | 114939 | 11/21/18 | 250.00    |
|      | 001903 JONES/KIMARIE            | 114940 | 11/21/18 | 390.00    |
|      | 003292 KIMLEY-HORN & ASSOCIATES | 114941 | 11/21/18 | 84.03     |
|      | 003292 KIMLEY-HORN & ASSOCIATES | 114942 | 11/21/18 | 10,924.65 |
|      | 001372 KURATOMI DDS/REED K      | 114943 | 11/21/18 | 224.30    |
|      | 000078 LLOYD'S TIRE SERVICE INC | 114944 | 11/21/18 | 367.32    |
|      | 003011 LOPEZ/PAUL               | 114945 | 11/21/18 | 51.00     |
|      | 003403 MAR-KEN INTERNATIONAL PO | 114946 | 11/21/18 | 520.00    |
|      | 001389 MATIASEVICH, JR/ROBERT N | 114947 | 11/21/18 | 307.30    |
|      | 003428 MEIER/PAUL               | 114948 | 11/21/18 | 225.00    |
|      | 000195 MESITI-MILLER ENGINEERIN | 114949 | 11/21/18 | 1,266.20  |
|      | 003685 MONTEREY BAY ANALYTICAL  | 114950 | 11/21/18 | 420.00    |
|      | 000967 MONTEREY BAY SYSTEMS     | 114951 | 11/21/18 | 130.65    |
|      | 000349 OTC BRANDS INC           | 114952 | 11/21/18 | 247.58    |
|      | 000101 PACIFIC GAS & ELECTRIC C | 114953 | 11/21/18 | 22.88     |
|      | 003012 ROBBINS/AMANDA           | 114954 | 11/21/18 | 34.00     |
|      | 001894 S.V. WATER DISTRICT - BU | 114955 | 11/21/18 | 24.65     |
|      | .15312 SANTA CLARA COUNTY       | 114956 | 11/21/18 | 100.00    |

Check Register

| BANK | VENDOR                          | CHECK# | DATE     | AMOUNT     |     |
|------|---------------------------------|--------|----------|------------|-----|
| BA   | GENERAL CHECKING ACCOUNT        |        |          |            |     |
|      | 001533 SANTA CRUZ COUNTY BANK   | 114957 | 11/21/18 | 3,461.14   |     |
|      | 001533 SANTA CRUZ COUNTY BANK   | 114958 | 11/21/18 | 874.43     |     |
|      | 003658 SANTA CRUZ OCCUPATIONAL  | 114959 | 11/21/18 | 106.00     |     |
|      | 000122 SANTA CRUZ/CITY OF       | 114960 | 11/21/18 | 2,556.48   |     |
|      | 000129 SCOTTS VALLEY BANNER     | 114961 | 11/21/18 | 130.00     |     |
|      | 000319 SCOTTS VALLEY CAR WASH   | 114962 | 11/21/18 | 592.48     |     |
|      | 000805 SHAPE INC.               | 114963 | 11/21/18 | 7,368.57   |     |
|      | 003674 SLOAN SAKAI YEUNG & WONG | 114964 | 11/21/18 | 4,357.24   |     |
|      | 001085 SYCAL ENGINEERING INC    | 114965 | 11/21/18 | 6,420.51   |     |
|      | 003330 TERRELL/ELLIOTT          | 114966 | 11/21/18 | 80.00      |     |
|      | 001366 U.S. BANCORP OFFICE      | 114967 | 11/21/18 | 342.81     |     |
|      | 001106 VERIZON WIRELESS         | 114968 | 11/21/18 | 1,082.04   |     |
|      | 003145 WAGE WORKS               | 114969 | 11/21/18 | 149.00     |     |
|      | 001625 YOSHIDA DDS/NOREEN       | 114970 | 11/21/18 | 631.00     |     |
|      | 002021 ZOOM                     | 114971 | 11/21/18 | 535.27     |     |
|      | 003635 3SI SECURITY SYSTEMS, IN | 114972 | 11/21/18 | 216.00     |     |
|      | GENERAL CHECKING ACCOUNT        |        |          | 136,441.55 | *** |

SCOTTS VALLEY ACCOUNTS PAYABLE  
CITY OF SCOTTS VALLEY  
11/20/2018 18:26:17  
GL540R-V08.08 PAGE 3

Check Register

| BANK           | VENDOR | CHECK# | DATE | AMOUNT     |
|----------------|--------|--------|------|------------|
| REPORT TOTALS: |        |        |      | 136,441.55 |

RECORDS PRINTED - 000112

GL540R

FUND RECAP:

| FUND            | DESCRIPTION                  | DISBURSEMENTS |
|-----------------|------------------------------|---------------|
| ----            | -----                        |               |
| 001             | GENERAL                      | 77,042.20     |
| 004             | RECREATION                   | 1,139.22      |
| 008             | TRAFFIC IMPACT MITIGATION    | 7,101.02      |
| 010             | WASTEWATER OPERATIONS        | 29,524.93     |
| 011             | TERTIARY TREATMENT PLANT     | 4,763.01      |
| 012             | WASTEWATER CAPITAL RESERVE   | 4,413.45      |
| 025             | GENERAL TRUST                | 84.03         |
| 028             | SENIOR CENTER                | 472.46        |
| 031             | STP EXCHANGE PROJECTS        | 5,978.50      |
| 035             | GREEN BUILDING FUNDING       | 546.23        |
| 050             | PINEWOOD EST LNDSCP MAINT DT | 383.00        |
| 077             | SKYPARK MAINT ASSESS DIST    | 500.00        |
| 112             | DENTAL INS INTERNAL SERV     | 1,216.10      |
| 150             | GENERAL CAPITAL IMPROVEMENTS | 3,277.40      |
| TOTAL ALL FUNDS |                              | 136,441.55    |

BANK RECAP:

| BANK            | NAME                     | DISBURSEMENTS |
|-----------------|--------------------------|---------------|
| ----            | -----                    |               |
| BA              | GENERAL CHECKING ACCOUNT | 136,441.55    |
| TOTAL ALL BANKS |                          | 136,441.55    |



## **City of Scotts Valley CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Jenny Haruyama, City Manager

**SUBJECT:** **APPROVE AMENDMENT TO AFFORDABLE HOUSING  
AGREEMENT FOR THE GROVE SUBDIVISION**

### **SUMMARY OF ISSUE**

On June 28, 2016, the City entered into an Affordable Housing Agreement with the Developers of the Grove subdivision. As required by the Scotts Valley Municipal Code, the Developer was required to designate 7 units for affordable housing. To assist the Developer and ensure that homes were available to purchasers and families qualifying as low income, the City agreed to provide \$260,000 of affordable housing funds ("Affordable Housing Contribution"). The current agreement between the City and the Developer is unclear regarding payment of the City's affordable housing funds. This amendment clarifies that process.

Pursuant to the Amendment, the Affordable Contribution will be paid in two (2) installments. The first installment in the amount of \$130,000 will be paid to Developer at the Close of Escrow of the first affordable unit sold to an Eligible Person or Family qualifying as low income. The second installment in the amount of \$130,000 will be paid to Developer at the Close of Escrow of the second affordable unit sold to an Eligible Person or family qualifying as low income. Upon Close of Escrow of the each of the two affordable units qualifying for the Affordable Contribution, Developer will provide the City with a written demand for the payment. Such payment will be made within 2 business days of receipt of the demand.

### **FISCAL IMPACT**

The Affordable Housing Contribution in the amount of \$260,000 shall be paid from the City's Affordable Housing Fund.

### **STAFF RECOMMENDATION**

It is recommended that the City Council approve the amendment to the agreement for the Grove Subdivision and authorize the City Manager to execute the Amendment.

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## **AMENDMENT TO COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE**

This AMENDMENT TO COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE ("Amendment") is entered into this 5<sup>th</sup> day of December, 2018, by and between the City of Scotts Valley ("City") and CV Scotts Valley 2 Investment, LLC ("Developer").

### **RECITALS**

**WHEREAS**, on June 28, 2016, the City and Developer entered into that certain Covenants, Restrictions and Option to Purchase ("Agreement") which provided for the development of seven affordable units for sale; and

**WHEREAS**, pursuant to the Agreement, the City agreed to provide the Developer with \$260,000 to ensure that two of the affordable units were affordable to those qualifying as low income ("Affordable Contribution"); and

**WHEREAS**, the City and the Developer desire to clarify the process for payment of the Affordable Contribution.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the parties agree as follows:

1. Section 1, part Q of the Agreement is hereby amended to read "**Affordable Contribution**" – see Section 4.
2. Section 4 of the Agreement is hereby amended to read as follows:

**"4. CITY ASSISTANCE TO DEVELOPER**

To assist in providing affordable housing opportunities within the City of Scotts Valley, the City shall contribute \$260,000.00 to the Allowable Initial Sales Price to ensure that two (2) of the affordable units are available to those Eligible Persons or Families qualifying as low income purchasers ("Affordable Contribution"). The Affordable Contribution shall be paid in two (2) installments. The first installment in the amount of \$130,000.00 shall be paid to Developer at the Close of Escrow of the first affordable unit sold to an Eligible Person or Family qualifying as low income. The second installment in the amount of \$130,000.00 shall be paid to Developer at the Close of Escrow of the second affordable unit sold to an Eligible Person or family qualifying as low income. Upon Close of Escrow of each of the two affordable units qualifying for the Affordable Contribution, Developer shall provide the City with a written demand for the payment. Such payment shall be made within 2 business days of receipt of the demand."

3. Section 9 of the Agreement is hereby amended as follows:

This section shall remain in full force and effect, except part 9.A.a, *Example for two Low Income (80% AMI) Affordable Units financed with Silent Second Loan* shall read "intentionally removed" and part 9.A.c shall amend "one Low income (80% AMI) Affordable Unit (not financed with Silent Second Loan)" to "three Low income (80% AMI) Affordable Units."

4. All other terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

CITY:  
City of Scotts Valley

DEVELOPER:  
CV Scotts Valley 2 Investment, LLC

By: \_\_\_\_\_  
Jenny Haruyama  
City Manager

By: \_\_\_\_\_  
Phil Kerr  
Its: \_\_\_\_\_



## **City of Scotts Valley CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Daryl Jordan, Public Works Director/City Engineer

**APPROVED:** Jenny D. Haruyama, City Manager

**SUBJECT:** **ADOPT RESOLUTION NO. 1955.1 DESIGNATING THE JOB CLASSIFICATION OF PUBLIC WORKS OPERATIONS MANAGER AND ADDING A SALARY RANGE TO THE SALARY SCHEDULE**

### **SUMMARY OF ISSUE**

Periodically, the City reviews existing positions to determine if they meet internal and external service delivery needs. During transition or vacancy situations, staff is often asked to provide additional responsibilities to maintain the level of service to the community. Upon review of the existing Wastewater Division Manager position, it was determined that the job classification did not match the position's current job duties, which spanned across divisions within the department. As a result, a Public Works Operations Manager position was developed to better reflect existing and additional responsibilities reflected in the attached job description. This position will serve as a promotional opportunity and the existing Wastewater Division Manager will no longer be funded.

Consistent with labor law, staff has conferred with the appropriate bargaining group regarding proposed position. Council authorization is required to create the Public Works Operations Manager position and establish the salary range.

### **FISCAL IMPACT**

The fiscal impact associated with the creation of the Public Works Operations Manager position is nominal; the expense can be absorbed into the FY 2019/19 budget due to current vacancies and other savings. In addition, the new job specification will not increase the City full-time employee count.

### **STAFF RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 1955.1, designating the job classification of Public Works Operations Manager and adding a salary range to the salary schedule.

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**RESOLUTION NO. 1955.1**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SCOTTS VALLEY DESIGNATING THE JOB CLASSIFICATION OF  
PUBLIC WORKS OPERATIONS MANAGER AND ADDING A SALARY RANGE  
TO THE SALARY SCHEDULE**

**WHEREAS**, due to the expanded duties of the current Wastewater Division Manager in the Public Works department;

**WHEREAS**, after a review of the position, it has been determined that a new classification will best fit the current and future needs of the City;

**WHEREAS**, City Council approval is needed to designate this position as new and establish the salary range;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Scotts Valley that the job classification of Public Works Operations Manager is hereby designated as a new position and the salary range will be set as follows;

| <b>Position Classification</b>     | <b>Step<br/>1</b> | <b>Step<br/>2</b> | <b>Step<br/>3</b> | <b>Step<br/>4</b> | <b>Step<br/>5</b> | <b>Step<br/>6</b> | <b>Step<br/>7</b> |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Public Works Operations<br>Manager | 7,225             | 7,586             | 7,965             | 8,364             | 8,782             | 9,221             | 9,682             |

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 5<sup>th</sup> day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: \_\_\_\_\_  
Jim Reed, Mayor

Attest: \_\_\_\_\_  
Tracy A. Ferrara, City Clerk

# **CITY OF SCOTTS VALLEY CLASS SPECIFICATION**

## **PUBLIC WORKS OPERATIONS MANAGER**

### **JOB PURPOSE**

Under general direction, plans, organizes, directs and evaluates operations, programs and activities of assigned divisions, which may include wastewater treatment plant, street and sidewalk maintenance, flood control, street sweeping, traffic maintenance, parking lot maintenance, fleet and mechanical maintenance, and parks maintenance. Plans work programs, manages employees, develops and controls budgets, and develops and implements policies and procedures for assigned divisions; and, performs other related work as assigned.

### **Distinguishing Characteristics:**

**Public Works Operations Manager** incumbents are responsible for overseeing a variety of Public Works Department functions. Assignments are broad in scope and require the use of independent judgment and initiative in resolving complex administrative issues and making technical decisions and policy recommendations of considerable difficulty. Incumbents serve as a resource for supervisory, technical and clerical staff, and oversee long-range planning and special projects within and across divisions. Incumbents may rotate assigned divisions while maintaining a high degree of proficiency in assigned program responsibilities.

### **EXAMPLES OF DUTIES**

(May include some, but not necessarily all of the typical duties listed; and examples given do not necessarily cover all duties which may be performed.)

### **Essential Duties (may include, but are not limited to):**

- Supervises, trains and evaluates division supervisors; recommends the selection, promotion and discipline of division employees; confers with and advises division heads on activities, issues and problems related to the activities of their division.
- Develops and enforces field operations' policies, procedures, work standards and rules, ensuring compliance with citywide policies and procedures.
- Plans and coordinates work programs and projects; advises on and reviews work goals and work programs for division supervisors.
- Plans, implements, directs and evaluates strategies to improve productivity, reliability, energy costs, environmental quality and safety in assigned divisions; makes field and site visits.
- Directs development of the annual budget proposal for assigned divisions; implements and monitors the adopted budget; prepares periodic reports on budget matters; analyzes rate studies and provides input regarding rate setting.

- Plans for existing and future equipment and facility needs; evaluates recommendations for the purchase of equipment and services; writes specifications or requests for proposals; secures and evaluates bids; administers contracts for materials and services.
- Develops and directs equipment and personnel safety programs.
- Maintains effective record keeping systems; prepares technical and administrative reports and correspondence for department director, and others.
- Receives, investigates and responds to the more complex inquiries and complaints regarding assigned divisions; resolves technical and operational problems.
- May attend meetings of the City Council, boards and commissions to provide technical and operational information on division activities; meets with various local, state and federal agencies, public and private organizations, vendors, contractors, citizens and community groups.
- Oversees or assists in the negotiation of contracts with the department Director; monitors and administers contracts to ensure compliance with City policies and timely completion of projects.
- Prepares or directs the preparation of grant and permit applications and reports to various agencies, districts, and commissions; assures project compliance with local, state, and federal guidelines, rules, and regulations.
- Monitors legislation and develops policies and programs to ensure compliance with federal, state, and local laws and regulations.
- Advises the Director in the planning and formulation of departmental policy; plans, coordinates, and implements department-wide activities and programs, as assigned.
- Coordinates public works field operations with the engineering division, other City departments, and local, state and federal agencies.
- May provide oversight and direction to staff responsible for public education and promotion programs related to wastewater operations.
- May assume various departmental managerial responsibilities as determined by the Director.

**Marginal Duties:**

- Performs other related work as required.

**EMPLOYMENT STANDARDS**

**Education, Experience and Licenses:**

Any combination of education and experience that has provided the knowledge, skills and abilities combined with any required licenses is qualifying. A typical way to obtain the required qualifications is to possess the equivalent of the following:

- A Bachelor's degree from an accredited college or university in business, public administration, engineering or a related field and
- Five years of increasingly responsible experience in the supervision and management of public works projects and activities. (Additional experience in the supervision and management of public works operations may be substituted for up to two years of the required education on a year-for-year basis.)

**Ability to:**

- Organize, direct and coordinate the activities of assigned divisions.
- Develop and control operational and project budgets.
- Develop and implement effective work schedules and productivity measures.
- Plan, organize, supervise and evaluate the work of others.
- Provide leadership, motivate staff, and resolve disputes.
- Research and analyze operational and technical issues and develop appropriate recommendations for action.
- Interpret, apply and explain laws, regulations, standards, policies and procedures.
- Evaluate technical information and statutes and make valid and appropriate recommendations based upon thorough analysis of data.
- Communicate clearly and concisely, both orally and in writing.
- Develop and maintain accurate record keeping systems.
- Use computer programs for information and maintenance management.
- Develop long-range plans and programs.
- Work closely with businesses and industry to enable them to meet a wide range of local, state and federal environmental regulations.
- Establish and maintain effective working relationships with those contracted in the course of work, including contractors, advisory bodies, City staff, other public and private agencies and organizations, and the general public.
- Perform the duties of wastewater division manager position.

**Knowledge of:**

- Performance management and work scheduling.
- Employee supervision, motivation, training, and appraisal.
- Principles, practices and techniques of program development, administration and evaluation.
- Methods and techniques of budget preparation and control.
- Principles and practices of public and/or business administration.
- Contract negotiation and administration.
- Effective work safety programs.
- Materials, methods, tools and equipment used in the construction and maintenance of street systems, solid waste water treatment, fleet and mechanical maintenance, and wastewater mains, depending upon area of assignment.
- Methods and techniques related to planning and administering public works field programs and projects.
- Principles of capital project planning and management.
- Grant writing and administration.

**WORKING CONDITIONS**

**Environmental Conditions:**

Position requires; prolonged sitting; standing and walking on level, uneven and slippery surfaces; reaching, twisting, turning, kneeling, bending, stooping, squatting in the

performance of daily duties. The position also requires grasping, repetitive hand movement and fine coordination in using a computer keyboard. Near vision is required when reading plans, written reports and other documents, and far vision is required when inspecting work sites. Acute hearing is required when providing phone and personal service. The job duties may expose the employee to the outdoors, which may include exposure to fumes, dust and air contaminants. The nature of the work may also require the incumbent to occasionally work in construction zones and heavy traffic conditions. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**Physical Requirements:**

Positions in this class require walking, stooping, kneeling, crouching, bending and reaching on uneven and slippery surfaces and the ability to climb. Requires frequent lifting, carrying of up to 25 pounds, and less frequent lifting and carrying of up to 50 pounds. Requires the ability to lift objects weighing up to 100 pounds with assistance.

CITY COUNCIL APPROVAL: December 5, 2018



**City of Scotts Valley  
CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Daryl Jordan, Public Works Director/City Engineer

**APPROVED:** Jenny D. Haruyama, City Manager

**SUBJECT: APPROVE RESOLUTION AMENDING THE FY 2018/19 BUDGET  
FOR STORM DRAIN MASTER PLAN SERVICES**

**SUMMARY OF ISSUE**

The City of Scotts Valley approved an agreement with Nichols Consulting for Storm Drain Master Plan services at the regularly scheduled meeting on January 17, 2018. This effort is required for compliance with the Small Separate Storm Sewer Systems (MS4) Permit (referred to as “general permit”), as regulated by the Central Coast Regional Water Quality Control Board.

Anticipated impact fees to complete the funding for this project have not been accrued due to the delays in multiple projects. Therefore the Storm Drainage Construction fund requires additional funding to maintain schedules.

Additional funds have been identified within the storm drain trash compliance fund to supplement the required expenses.

**FISCAL IMPACT**

Given that storm water funds are available within the storm drain trash compliance fund of \$100,000, the required \$51,000 to supplement the master plan will cover this short fall. This action will recognize the transferred revenue and appropriate the funds, making them available for spending in the current fiscal year.

**STAFF RECOMMENDATION**

It is recommended that Council approve Resolution No. 630.38.2 amending the FY 2018/19 budget to ensure adequate funding for storm drain master plan services.

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**RESOLUTION NO. 630.38.2**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SCOTTS VALLEY AMENDING THE FISCAL YEAR 2018/19 BUDGET**

**WHEREAS**, the City Council authorized a Storm Drain Master Plan services contract with Nichols Consulting in the amount of \$130,000 in Fiscal Year 2017/18;

**WHEREAS**, the Storm Drainage Construction Fund was identified as the funding source for this project;

**WHEREAS**, anticipated Storm Drain Development Impact Fees have not been realized due to delays in development projects causing the Storm Drainage Construction Fund to have a negative cash balance;

**WHEREAS**, another funding source has been identified for this project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Scotts Valley that the Fiscal Year 2018/19 Budget has been amended as follows;

|          | <u>Budget Unit</u> | <u>Amount</u> |
|----------|--------------------|---------------|
| Increase | 007.4999           | 51,000        |
| Decrease | 150.4999           | (51,000)      |
|          |                    |               |
| Increase | 007.90.312         | 51,000        |
| Decrease | 150.90.4685.910    | (51,000)      |

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 5<sup>th</sup> day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: \_\_\_\_\_  
Jim Reed, Mayor

Attest: \_\_\_\_\_  
Tracy A. Ferrara, City Clerk

## **City of Scotts Valley CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Tony McFarlane, Administrative Services Director

**APPROVED:** Jenny Haruyama, City Manager

**SUBJECT:** **APPROVE RESOLUTION NO. 292.13 AUTHORIZING THE  
APPOINTMENT OF A TEMPORARY SENIOR  
ACCOUNTING/HUMAN RESOURCE TECHNICIAN**

### **SUMMARY OF ISSUE**

Valery Opland has worked as full-time employee for the past thirty-three years and will retire on December, 29, 2018.

Ms. Opland has critical technical skills as well as institutional knowledge regarding the City's payroll and benefits program. She has also established effective working relationships with the City's retired employees. Specialized technical services from Ms. Opland are needed by the City on a part-time basis for a limited duration to ensure continued, uninterrupted payroll and benefit administration. The specialized technical and institutional skills are not readily available among current staff or in the open market. There is an ongoing recruitment to fill the position with no qualified candidates. The position will remain open until filled.

Ms. Opland will not work in excess of 960 hours this upcoming year. She will be paid on an hourly basis, at no more than the equivalent of the hourly rate of the base salary of the Senior Accountant/Human Resources Technician, which is the position that will perform comparable duties. Ms. Opland will not receive any additional benefits other than this hourly pay for actual hours worked. The City will ensure this appointment is in compliance with all statutes and regulations for annuitants under the California Public Employees Retirement System.

There is a critical and immediate need for Ms. Opland's part-time employment to ensure continuity of payroll and benefit administration. The California Public Employees Retirement System requires employers needing to hire recent retirees, those that are hired within less than 180 days from the date of retirement, to authorize the hire in a public meeting and to certify the nature and necessity of that employment. This appointment request is in compliance with regulations regarding the hiring of annuitants of the California Public Employees Retirement System.

**FISCAL IMPACT**

There is no impact to the General Fund for this temporary assignment.

**STAFF RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 292.13 approving the appointment of Valery Opland to a temporary assignment as Senior Accounting/Human Resources Technician in the City of Scotts Valley Finance Department.

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**RESOLUTION NO. 292.13**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SCOTTS VALLEY APPROVING THE APPOINTMENT OF A  
TEMPORARY SENIOR ACCOUNTING/HUMAN RESOURCES TECHNICIAN  
IN THE FINANCE DEPARTMENT**

**WHEREAS**, Valery Opland works as a full-time employee in the Finance Department for the past thirty three years and will retire on December 29, 2018; and

**WHEREAS**, Valery Opland has specialized technical knowledge for payroll and benefits administration; and

**WHEREAS**, the specialized technical knowledge and skills are necessary to ensure continued and uninterrupted payroll and benefits administration; and

**WHEREAS**, Ms. Opland's specialized technical skills and institutional knowledge are critically needed on an immediate part-time basis for a limited duration to ensure continuation of payroll and benefits administration; and

**WHEREAS**, Ms. Opland will not work in excess of 960 hours in this upcoming year and will only be paid hourly for actual work performed at no more than the converted hourly rate of the Senior Accounting/Human Resources position, which is the position that performs comparable duties; and

**WHEREAS**, The California Public Employees Retirement System requires employers needing to hire recent retirees, those that are hired within less than 180 days from the date of retirement, to authorize the hire in a public meeting and to certify the nature and necessity of that employment.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Scotts Valley approval of Valery Opland to a temporary assignment as Senior Accounting/Human Resources Technician in the Finance Department subject to the applicable statutes and regulations under the California Public Employee Retirement System.

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 5<sup>th</sup> day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: \_\_\_\_\_  
Jim Reed, Mayor

Attest: \_\_\_\_\_  
Tracy A. Ferrara, City Clerk



## City of Scotts Valley CITY COUNCIL STAFF REPORT

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Jenny D. Haruyama, City Manager

**SUBJECT:** **RENEW HOUSING AUTHORITY OF SANTA CRUZ COUNTY  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

### **SUMMARY OF ISSUE**

On October 4, 2017, the City Council approved an agreement to participate in the Housing Authority of Santa Cruz County Landlord Incentive Program. The Landlord Incentive program offers landlords and property managers a risk mitigation fund that would cover up to \$2,500 for unpaid rent or damages that exceed the security deposit, as well as vacancy loss and legal fees, if something goes wrong in the first year of tenancy. The program is available to all landlords in Santa Cruz County and cities within the County, and could help hundreds of families and bring millions of additional federal dollars into the Santa Cruz area. To date, Santa Cruz County, and the cities of Santa Cruz, Capitola, and Watsonville are expected to renew their respective program agreements.

The cost to participate is the same as the prior year, which is outlined below.

| Proposed Jurisdictional Share of Cost for Landlord Incentive Program |                    |                  |
|----------------------------------------------------------------------|--------------------|------------------|
| Jurisdiction                                                         | Shared Percentage* | Share of Costs   |
| County of Santa Cruz                                                 | 53.54%             | \$ 53,540        |
| City of Santa Cruz                                                   | 21.21%             | \$ 21,210        |
| City of Watsonville                                                  | 17.17%             | \$ 17,170        |
| City of Capitola                                                     | 4.04%              | \$ 4,040         |
| City of Scotts Valley                                                | 4.04%              | \$ 4,040         |
| <b>TOTAL</b>                                                         | <b>100%</b>        | <b>\$100,000</b> |

\*based on share of cost used for HAP expenses

Funds used by participating jurisdictions will not be used unless there are eligible claims within that jurisdiction, and all claims will be subject to the availability of funds. Further, while the funds obligated by participating jurisdictions represent the maximum financial cost to the jurisdiction, those funds may not need to be expended. In this way, a small investment from the County and cities can provide a major benefit to low-income families. As of last year, there were approximately 70 families (144 persons) in Scotts Valley who benefit from vouchers; nearly 40% are those with families with a minor child.

The Housing Authority administers the program in much the same way as the long standing Security Deposit Program which tracks expenditures for the whole program and by jurisdiction. Landlords will be required to provide documentation supporting claims. If the claim is eligible, and if there is funding available in the Landlord Incentive Program for the jurisdiction in which the assisted unit is located, the Housing Authority will pay the claim to the landlord. On a quarterly basis, the Housing Authority will provide a report and invoice to each jurisdiction in which there have been claims. To date, there have been no claims filed for Scotts Valley.

**FISCAL IMPACT**

There is no fiscal impact associated with the renewal of the Landlord Incentive Program Agreement as affordable housing funds in the amount of \$4,040 were appropriated as part of the FY 2018/19 budget. There is no impact to the General Fund.

**STAFF RECOMMENDATION**

It is recommended that the City Council renew the Landlord Incentive Program Agreement and authorize the City Manager to sign the agreement and approve non-monetary and administrative amendments.

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**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

This Agreement ("AGREEMENT") is entered into on the 1<sup>st</sup> of January, 2019, by and between the City of Scotts Valley, a Municipal Corporation, hereinafter called CITY and the Housing Authority of the County of Santa Cruz, hereinafter called the Housing Authority. The CITY and the Housing Authority will be referenced as parties to this agreement.

**Recitals**

WHEREAS, the Housing Authority desires to start a Landlord Incentive Program in the City of Scotts Valley which provides reimbursement to participating Landlords for certain expenses as outlined in Appendix One (the "Program"); and

WHEREAS, CITY desires provide funding for the Program subject to the terms of this Agreement;

NOW, THEREFORE, CITY and the Housing Authority for the consideration and upon the terms and conditions hereinafter specified hereby agree as follows:

**Term of Agreement:**

January 1, 2019 through December 31, 2019 or until funds have been fully utilized. This Agreement may be extended by amendment following CITY and the Housing Authority approval.

**Grant Funds:**

The CITY has allocated a sum of up to Four Thousand and Forty Dollars (\$4,040) in grant funds to the Housing Authority for the Program to encourage landlords through risk mitigation, to rent to families with Housing Choice Voucher (HCV) known as Section 8.

**Program Requirements:**

The Housing Authority will ensure that the Program meets all program requirements and all local, state and federal laws. All work performed by the Housing Authority shall be sufficient to satisfy the CITY's objectives for entering into this AGREEMENT and shall be rendered in accordance with generally accepted practices, and to the standards of the Housing Authority's profession. These requirements are described in Appendix One.

**Responsibilities of the Housing Authority:**

The Housing Authority will be responsible for managing the Landlord Incentive Program, meeting all Program requirements and providing the activities described in Appendix One. The Housing Authority shall meet with City Manager, called DIRECTOR, or other CITY personnel, or third parties as necessary, on all matters connected with carrying out of the Housing Authority's services described in Appendix One of this AGREEMENT. Such meetings shall be held at the request of either party hereto. Review and CITY approval of completed work shall be obtained quarterly during the course of this work.

**Responsibilities of the CITY:**

The CITY serves as a source of financing to the Housing Authority for reimbursement of allowable disbursements under the Program up to a maximum amount of \$4,040. Therefore the CITY shall have

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

certain rights to observe and review the work and to administer the funds made available to the Housing Authority for said work.

The DIRECTOR may authorize a staff person to serve as his or her representative for conferring with the Housing Authority relative to the Housing Authority's services. The work in progress hereunder shall be reviewed from time to time by the CITY at the discretion of the CITY or upon request of the Housing Authority.

**Disbursement of Grant**

The Housing Authority shall submit requests for reimbursement for expenses paid to qualified Landlords under the Program. Such requests shall include documentation to support the request which is consistent with Appendix One. CITY shall verify the expenses and reimburse the Housing Authority for funds disbursed in accordance with Appendix One within forty-five (45) days of receipt of disbursement reports.

**Termination**

CITY shall have the right to terminate this AGREEMENT at any time upon giving ten days written notice to the Housing Authority. The Housing Authority may terminate this AGREEMENT upon written notice to the CITY should the CITY fail to fulfil its responsibilities as set forth in the AGREEMENT.

**Administrative Provisions**

**Amendments to AGREEMENT**

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT shall be requested in writing, and any such adjustment to this AGREEMENT shall be determined and effective only upon mutual agreement in writing of both parties.

**Disclosure of Confidential Information**

The CITY and the Housing Authority agree to maintain the confidentiality of any information regarding tenants and landlords applying for services offered by the Housing Authority pursuant to this AGREEMENT. Without the permission of the tenant or landlord, such information shall be divulged only as necessary for purposes related the performance or evaluation of the service and work to be provided under this AGREEMENT or as required under state or federal law, and then only to persons having responsibilities under the AGREEMENT.

**Program Coordination**

- CITY. The DIRECTOR or designee shall be the CITY official responsible for the CITY funding and shall render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by the CITY shall be under the overall direction of the DIRECTOR.
- HOUSING AUTHORITY. The Housing Authority shall assign a single Program Manager who shall have overall responsibility for the progress and execution of this AGREEMENT. The Program Manager and Housing Authority staff will fully cooperate with CITY relating to the Landlord Incentive program, and impact on residents of the CITY.

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

**Legal Action/Attorney Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which they may be entitled. The Santa Cruz County Superior Municipal Court shall have jurisdiction over prevailing party and what amount constitutes reasonable attorney's fees to be awarded to the prevailing party.

**Severability of Provisions**

If any provision of the AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

**Insurance**

The Housing Authority 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 Housing Authority, its agents, representatives, or employees.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability coverage (Occurrence Form CG 0001)
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability Code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California
4. Errors and Omissions Liability insurance appropriate to the Housing Authority's profession.

**Minimum Limits of Insurance**

The Housing Authority shall maintain limits no less than:

- General Liability: \$1,000, 000 per occurrence and \$2,000,000 in aggregate (including operations, for bodily injury, personal and property damage).
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Errors and Omissions Liability: \$1,000,000 per claim and in the aggregate.

**Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

- I. The CITY, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed or on behalf of the Housing Authority or automobiles owned, leased, hired or borrowed by the Housing Authority.
- II. For any claims related to this project, the Housing Authority's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

insurance maintained by the CITY shall be excess of the Housing Authority's insurance and shall not contribute with it.

- III. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt, has been given to the CITY.
- IV. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

**Verification of Coverage**

The Housing Authority shall furnish the CITY with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting coverage required by these specifications at any time.

**Indemnification**

The Housing Authority agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, and employees from and against any and all claims, demands, actions, damages, or judgements, including associated costs of investigation and defense arising in any manner from the Housing Authority's negligence, recklessness, or willful misconduct in the performance of this AGREEMENT.

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

SIGNATURE PAGE

**Contract No.**

**AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**1. CITY of Scotts Valley**

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

SIGNED

PRINTED

\_\_\_\_\_  
TITLE

Address:

Telephone:

Fax:

Email:

**2. HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ:**

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

SIGNED

PRINTED

\_\_\_\_\_  
TITLE

**DISTRIBUTION:**

- The Housing Authority Finance Department
- CITY

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

Appendix One

**Term:** January 1, 2019 through December 31, 2019 or until funds have been fully utilized.

**Program Requirements:**

The Housing Authority will ensure that the Landlord Incentive Program meets all program requirements including, but not limited to, the following:

- US Department of Housing and Urban Development (HUD) Section 8 requirements
- The Housing Authority policies and procedures
- Tenant unit was within the jurisdictional boundaries
- Landlord (or Rental Housing Manager, or Owner, referred to as Landlord) had a valid housing assistance contract with the Housing Authority
- Landlord and Tenant had a valid lease
- The unit met HUD High Quality Standards
- The program claim was within the jurisdiction's allocation
- The program claim was submitted within 3 months of the AGREEMENT term
- The program claim was based on the program's allowable expenses

**Responsibilities of the Housing Authority:**

The Housing Authority will be responsible for providing the following activities under this scope of work.

1. Program Utilization:
  - a. Promote the program to landlords and rental housing managers at Housing Authority briefings and via the website
  - b. Promote the program to Housing Choice Voucher applicants and participants at Housing Authority briefings and via the website
  - c. Update the website when jurisdictional funding has been fully utilized
2. Customer Service through the single point of contact:
  - a. Respond to landlord inquiries promptly
  - b. Assist the landlord understand how the program works and how to complete the claim form as necessary
3. Accounting Responsibility:
  - a. Process claims promptly dependent on availability of funds
  - b. Track expenditures for the whole program and by jurisdiction
  - c. Maintain financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28 including:
    - Records of all account transactions, including deposits, disbursements, and balances with an indication of or categorized by finding source
    - Records of all Returned Grant Funds and the original source of those funds from the CITY
    - Records indicating the source amounts and uses of administrative funds contributed to the program in accordance with this agreement
    - Records of all audits and resolutions of audit findings

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ  
LANDLORD INCENTIVE PROGRAM AGREEMENT**

4. Reimburse Landlords:
  - a. Reimburse claims that exceed the security deposit
  - b. Reimburse claims that have sufficient documentation
  - c. Reimburse claims up to \$2,500 per unit/tenant
  - d. Reimburse claims dependent on availability of funds by jurisdiction
  - e. Reimburse claims when submitted within 3 months of end of tenancy
  - f. Reimburse claims only for the following eligible expenses:
    - i. Damages caused by tenant
    - ii. Unpaid rent balances after tenant vacates the unit – up to four months’ rent, late fees, and utilities
    - iii. Vacancy loss in the event of vacancy due to lease termination (not expiration). The maximum claim is 100% of the contract rent for the first 30 days following the vacancy, and 80% of the contract rent for the following 30 days, if the unit remains vacant
    - iv. Legal fees associated with termination for lease violations and lease compliance
5. Report and Evaluate:
  - a. Requests for reimbursement to the CITY quarterly
    - i. Amount of grant funds being requested for each landlord
    - ii. Address of the unit
    - iii. Type of eligible expense claimed
    - iv. Status report on the grant funds to date, including fund balance
  - b. Quarterly progress reports within 30 days following the end of each quarter
    - i. Number of Landlord claims
    - ii. Total amount of funding provided for claims
    - iii. Status of funding balance
    - iv. Number of Landlords who applied for but did not qualify for assistance from the program
  - c. Annual Report to evaluate the effectiveness of the program within 45 days following the completion of the program year
    - i. Summary of the number of landlords assisted
    - ii. Summary of the number of times landlords were assisted (as a landlord may make claims on more than one unit)
    - iii. Narrative description of the key accomplishments of the landlord incentive program during the year



## City of Scotts Valley CITY COUNCIL STAFF REPORT

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Jenny Haruyama, City Manager

**SUBJECT:** HOLIDAY CLOSURE OF NON-ESSENTIAL CITY FACILITIES

### SUMMARY OF ISSUE

Customer activity at city facilities during the holiday season in December and January has been historically slow. In prior years, the Council authorized the closure of non-essential city facilities during a holiday week. City staff recommends Council continue with past practice.

A holiday closure would impact City Hall, the Recreation Offices, and the Senior Center. The Senior Center has traditionally been closed for a slightly longer period of time during the holiday season. However, the Public Works administration and maintenance, Wastewater Treatment Plant, and Recreation school-age winter camp would be staffed. Police would maintain their regular staffing levels. Building inspection services will be provided if needed during the closure. Staff will also proactively connect with developers and residents that have construction projects underway to ensure the necessary inspections are scheduled.

Should Council authorize the closure, affected City employees have voluntarily agreed to take time off using their accrued leave. Below is the current proposed city facilities closure (including holidays) for the month of December 2018 and January 2019:

#### City Hall/Recreation Offices:

| <i>Monday,<br/>December<br/>24</i> | <i>Tuesday,<br/>December<br/>25</i> | <i>Wednesday,<br/>December<br/>26</i> | <i>Thursday,<br/>December<br/>27</i> | <i>Friday,<br/>December<br/>28</i> | <i>Monday,<br/>December<br/>31</i> | <i>Tuesday,<br/>January<br/>1</i> |
|------------------------------------|-------------------------------------|---------------------------------------|--------------------------------------|------------------------------------|------------------------------------|-----------------------------------|
| Holiday                            | Holiday                             | City Offices<br>Closed                | City Offices<br>Closed               | City Offices<br>Closed             | Holiday                            | Holiday                           |

#### Senior Center:

| <i>Monday,<br/>December 17</i> | <i>Tuesday,<br/>December 18</i> | <i>Wednesday,<br/>December 19</i> | <i>Thursday,<br/>December 20</i> | <i>Friday,<br/>December 21</i> |
|--------------------------------|---------------------------------|-----------------------------------|----------------------------------|--------------------------------|
| Senior Center<br>Closed        | Senior Center<br>Closed         | Senior Center<br>Closed           | Senior Center<br>Closed          | Senior Center<br>Closed        |

| <i>Monday,<br/>December<br/>24</i> | <i>Tuesday,<br/>December<br/>25</i> | <i>Wednesday,<br/>December 26</i> | <i>Thursday,<br/>December 27</i> | <i>Friday,<br/>December 28</i> | <i>Monday,<br/>December<br/>31</i> | <i>Tuesday,<br/>January<br/>1</i> |
|------------------------------------|-------------------------------------|-----------------------------------|----------------------------------|--------------------------------|------------------------------------|-----------------------------------|
| Holiday                            | Holiday                             | Senior Center<br>Closed           | Senior Center<br>Closed          | Senior Center<br>Closed        | Holiday                            | Holiday                           |

AGENDA ITEM G  
DATE: 12-5-2018

**FISCAL IMPACT**

Minor savings would be generated from lower heating and other operating costs. Employee accrued leave balances would also be reduced.

**RECOMMENDATION**

It is recommended that Council authorize the closure of non-essential city facilities, including City Hall and Recreation administrative offices on Monday, December 24, 2018 through January 1, 2019 and the Senior Center on Monday, December 17, 2018 through Friday, December 28, 2018.

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None.

## **City of Scotts Valley CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Jenny D. Haruyama, City Manager

**SUBJECT:** **APPROVE RESOLUTION NO. 1551.25 APPROVING THE  
UNREPRESENTED MANAGEMENT AND CONFIDENTIAL  
EMPLOYEES COMPENSATION BENEFITS PACKAGE FOR  
JULY 1, 2018 THROUGH JULY 1, 2021**

### **SUMMARY OF ISSUE**

Attached is the Scotts Valley Management and Confidential Employee Compensation Benefits Package for July 1, 2018 to July 1, 2021. The proposed package reflects the same terms and conditions recently agreed upon by SEIU and the City of Scotts Valley Mid-Management Association. Those terms have been outlined below and are reflected in the attached Scotts Valley Management and Confidential Employee Compensation Benefits Package.

#### **Compensation:**

##### **Miscellaneous:**

- Effective the first full pay period after City Council approval, miscellaneous and confidential/management employees will receive a 3% percent salary increase.
- Effective the first full pay period in July 2019, miscellaneous confidential/management employees will receive a 3% percent salary increase.
- Effective the first full pay period in July 2020, miscellaneous confidential/management employees will receive a 2% percent salary increase.

##### **Safety:**

- Effective the first full pay period after City Council approval, safety management employees will receive a 3% percent salary increase.
- Effective the first full pay period in July 2019, safety management employees will receive a 3% percent salary increase.

- Effective the first full pay period in July 2020, safety management employees will receive a 3% percent salary increase.

Employee Retiree Medical Coverage Program:

- Employees hired on or after July 1, 2018 will be eligible for retiree medical coverage under the following conditions:
  1. Must have been employed with the City for ten (10) years or longer.
  2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan." Consistent with CalPERS requirements, Medicare eligible employees shall enroll in CalPERS Medicare plans upon Medicare eligible age.
  3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage. The medical benefit will be provided directly to the retiree at the following rates:
    - For EMPLOYEES who have served 10 to 15 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:
      - Employee Only \$250
      - Employees plus Spouse: \$375
    - For EMPLOYEES who have served 15 to 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:
      - Employee Only \$350
      - Employees plus Spouse: \$550
    - For EMPLOYEES who have served over 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:
      - Employee Only \$500
      - Employees plus Spouse: \$750

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

CalPERS Retirement System and Employee Contribution:

**Miscellaneous:**

- Effective Upon Adoption: All classic miscellaneous management employees shall contribute 2.75% of PERSable salary towards the employee's contribution.
- Effective July 1, 2019: All classic miscellaneous management employees shall contribute 5.5% of PERSable salary towards the employee's contribution.
- Effective July 1, 2020: All classic miscellaneous management employees shall contribute 8% of PERSable salary towards the employee's contribution.

**Safety:**

- Effective Upon Adoption: All classic safety management employees shall contribute 3% of PERSable salary towards the employee's contribution.
- Effective July 1, 2019: All classic safety management employees shall contribute 6% of PERSable salary towards the employee's contribution.
- Effective July 1, 2020: All classic safety management employees shall contribute 9% of PERSable salary towards the employee's contribution.

The salary schedules have been updated to reflect the compensation changes. Additionally, the salary schedules for the Chief of Police and Community Development Director have been modified to reflect compensation parity with other department head positions.

**FISCAL IMPACT**

The total net cost of the 3-year management/confidential compensation package is \$280. This adjustment is reflected in the attached Salary Schedule of authorized positions.

Additionally, authorized department head positions have been updated to ensure compensation parity. This change is also reflected in the attached salary schedule. The FY 2018/19 budget impact is approximately \$10,000. No adjustment is required; this expense can be absorbed in the current operating budget.

**STAFF RECOMMENDATION**

It is recommended that the Council approve Resolution No. 1551.25, authorizing wage and benefit adjustments and amendments to the salary schedule as reflected in the Scotts Valley Management and Confidential Employee Compensation Benefits Package for July 1, 2018 To July 1, 2021 and authorize the City Manager to sign the document.

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**RESOLUTION NO. 1551.25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY  
APPROVING THE UNREPRESENTED MANAGEMENT AND CONFIDENTIAL  
EMPLOYEES COMPENSATION BENEFITS PACKAGE FOR  
JULY 1, 2018 THROUGH JULY 1, 2021**

The City Council approves all wage and benefit adjustments for City employees including Unrepresented Management and Confidential Employees, and as such brings forth this resolution for approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Scotts Valley:

1. Approves wage and benefit adjustments to related to compensation, retiree medical coverage, and CalPERS retirement system and employee contributions as reflected in Exhibit A.
2. Approves amendments to the Unrepresented Management and Confidential Salary Schedule as reflected in Attachment C of Exhibit A.

The foregoing resolution was adopted by the City Council of the City of Scotts Valley at a regularly scheduled meeting held on the 5<sup>th</sup> day of December, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: \_\_\_\_\_  
Jim Reed, Mayor

Attest: \_\_\_\_\_  
Tracy A. Ferrara, City Clerk

**CITY OF SCOTTS VALLEY**  
**MANAGEMENT AND CONFIDENTIAL EMPLOYEE**  
**COMPENSATION BENEFITS PACKAGE**

**CITY OF SCOTTS VALLEY  
SCOTTS VALLEY MANAGEMENT AND CONFIDENTIAL EMPLOYEE  
COMPENSATION BENEFITS PACKAGE**

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## **SCOTTS VALLEY MANAGEMENT AND CONFIDENTIAL EMPLOYEE COMPENSATION BENEFITS PACKAGE**

### **1.00 PURPOSE**

The City of Scotts Valley requires the services of certain management confidential personnel; and the City Council desires to provide certain benefits, conditions of employment and working conditions. The management and confidential employees covered by this Management and Confidential Employee Compensation Benefits Package (hereinafter referred to as the "Benefits Package") are comprised of those individuals serving in those positions defined in Attachment "A" which is attached hereto and incorporated herein by this reference. The City seeks to:

- A. Secure and retain the services of management and confidential employees and provide inducement for them to remain in such employment.
- B. To make full work productivity possible by assuring management and confidential employees' morale and peace of mind with respect to future security.
- C. To act as a deterrent against malfeasance or dishonesty for personal gain.
- D. To provide a just means for terminating a Department Head's services at such time as he/she may be unable to fully discharge his/her duties due to age or disability.

### **2.00 TERMINATION AND SEVERANCE PAY FOR DEPARTMENT HEADS ONLY**

- A. In the event a Department Head (as designated in Attachment "A") is terminated by the City Manager during such time that the Department Head is willing and able to perform his/her duties, the City agrees to pay him/her a lump sum cash payment ("Severance Pay") equal to two (2) weeks gross pay if terminated within one (1) year of hire and four (4) months gross salary if terminated after one year of hire. City agrees to pay life, medical, and dental insurance premiums for one (1) month if terminated within one year of hire and four (4) months if terminated after one year. However, the City shall have no obligation to pay Severance Pay if a Department Head is terminated for cause or because of his/her conviction of or plea of guilty or no contest to any felony involving personal gain or moral turpitude.
- B. For purposes of receiving severance pay, a Department Head may be considered terminated, at his/her option, effective with the date of any one of the following events:
  - 1. The City at any time reduces the salary or other financial benefits of the Department Head;
  - 2. Following written notice from the Department Head, the City refuses to comply with any other provisions contained herein;

3. A Department Head is terminated by the City for reasons other than those specified in Paragraph 2.0(A) above (relating to exemption from payment of severance pay).
- C. In the event a reduction in salary or change in benefits is the result of a general salary reduction or benefit reduction policy adopted by the City Council for all employees, Paragraph 2.0(B)(1) shall not apply.
- D. In the event the City's refusal to comply with any other provisions herein also affects other employees in general, Paragraph 2.0(B)(2) hereinabove shall not apply and no Severance Pay shall be paid.
- E. The Department Head shall give the City one month's advance notice of a voluntary resignation from City employment. Department Heads are not entitled to Severance Pay in the event of voluntary resignation.
- F. Nothing herein shall prevent, limit, or otherwise interfere with the right of a Department Head to resign from his/her position with the City at any time, subject only to the provisions set forth in Paragraph 2.0(E) hereinabove.

### **3.00 VACATION**

#### **3.01 Vacation Accrual**

Management and confidential employees shall be entitled to: Three (3) weeks vacation annually up to five (5) years of service; Four (4) weeks vacation annually after five (5) years of service; and, Five (5) weeks vacation annually after twelve (12) years of service with the City.

Vacation accrual (carry over from year-to-year) will be governed by the following chart:

| <u>Years of Service</u> | <u>Maximum Vacation Accrual</u>                                                    |
|-------------------------|------------------------------------------------------------------------------------|
| Under 5                 | 30                                                                                 |
| 5 or more               | 40 (plus 5 days per year may be added each year after the 30-day level is reached) |

#### **3.02 Vacation Buy Back**

The City will buy back up to two weeks (80 hours) of vacation annually so long as the management employee has an accrued vacation balance of at least one week (40 hours) remaining following the buy back. To request a vacation buy back, the management employee shall submit a written request to the City Manager.

## **4.00 HOLIDAYS**

Each management employee shall be entitled to the following holidays and to receive wages based on the normal scheduled work for the day. Any holiday that would otherwise be on a Saturday will be taken on the preceding Friday. Any holiday that would otherwise be on a Sunday will be taken on a Monday.

- 1) The first day of January
- 2) Third Monday in January - Dr. Martin Luther King, Jr. Day
- 3) The third Monday in February - Washington's Birthday
- 4) The last Monday in May - Memorial Day
- 5) July 4th - Independence Day
- 6) The first Monday in September - Labor Day
- 7) The second Monday in October - Columbus Day
- 8) November 11 - Veteran's Day
- 9) Thanksgiving Day
- 10) The day following Thanksgiving
- 11) The day preceding Christmas
- 12) Christmas Day
- 13) The day preceding New Year's Day
- 14) Two floating holidays per fiscal year. (Management employee must use the floating holidays within the fiscal year or lose those holidays for that fiscal year)
- 15) Every day appointed by the President of the United States or the Governor of the State of California and the City Council for a public fast, thanksgiving or holiday

## **5.00 LEAVES**

Leaves shall be as set forth in the City's Personnel rules.

### **5.01 Administrative Leave**

Management and confidential employee shall be entitled to ten (10) days of administrative leave per fiscal year commencing on July 1 of each fiscal year. Administrative leave may be taken in conjunction with vacation. Administrative leave is not cumulative from year to year. Administrative leave shall be prorated if employment is commenced during the fiscal year.

### **5.02 Sick Leave**

Sick leave shall be accrued at the rate of eight (8) hours per month, beginning with the first month of employment without maximum accrual.

Upon termination, any unused accrued sick leave, up to a maximum of 150 days, shall be paid at the following rate:

| <u>Years of Service</u>      | <u>Percent (%) of Base Salary</u> |
|------------------------------|-----------------------------------|
| 5 yrs + 1 day - 10 yrs       | 45                                |
| 10 yrs + 1 day - 15 yrs      | 50                                |
| 15 yrs + 1 day - 20 yrs      | 55                                |
| 20 yrs + 1 day - 25 yrs      | 65                                |
| 25 yrs + 1 day - 30 yrs      | 75                                |
| Over 30 yrs or at retirement | 85                                |

In lieu of pay off of sick leave at the above rates, the City has amended the PERS Contract to add section 20862.8 of the California Government Code (Credit for Unused Sick Leave). Unused accumulated sick leave at time of retirement may be converted to additional Service Credit.

### **5.03 Paid Bereavement Leave**

Members shall be granted a leave with full pay in the event of the death of any member of the Member's immediate family. The leave shall be for a period of three (3) days, or five (5) days if travel in excess of 400 miles is required. The immediate family is defined as husband, wife, parent, grandparent, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law, or any person living in the immediate household of the Member.

### **5.04 Personal Business Leave**

Members within the bargaining unit shall be eligible to use forty (40) hours per fiscal year of personal leave to be taken in increments of one hour or more with the time chargeable to accumulated sick leave. Personal leave taken after July 1, 1998, shall not be deducted from the potential bonus of the "Stay Well Plan". The taking of personal leave shall be approved in advance by the department head. Approval shall be at the discretion of the department head with due regard for the needs of the Member. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid sick leave.

### **5.05 Medical Leave - Insurance Coverage**

The City shall continue to provide paid health, dental, and vision coverage to Members as provided for in Section 11.01, during the first three (3) months of a medical leave. In the event an extension of the medical leave is granted beyond three (3) months, the City shall pay half the insurance premium the City would otherwise pay through the sixth (6th) month of the leave, at which time the Member may purchase insurance coverage at group rates through the City at his/her own sole cost and expense.

### **5.06 Other Leave Without Pay**

The City Manager may grant a management or confidential employee a leave of absence without pay for a definite period not to exceed three consecutive (3) months. The City Council may grant a management employee a leave of absence

without pay for longer than three (3) consecutive months but a period not to exceed one year. The request for leave, and the reasons therefore, shall be submitted in writing by the management employee and must be approved by both the City Manager and, when necessary, the Council.

Upon expiration of the approved leave, the management employee shall be reinstated to his/her former position or to a comparable one if the former position is abolished during the period of leave and the management employee would otherwise not have been laid off.

Failure on the part of a management employee to return to work on the date scheduled shall be cause for termination.

#### **5.07 Leave for Jury Duty**

Leave of absence with pay shall be granted to a management or confidential employee while going to and from court and serving on jury duty. Any jury fee awarded to such person shall be deposited with the City Treasurer.

#### **5.08 Restriction on Leave for Outside Employment**

A leave of absence without pay may not be granted to a management or confidential employee for purposes of accepting either private or other public employment outside the service of the City.

### **6.00 HEALTH AND WELFARE BENEFITS**

#### **6.01 PERS Medical Plan**

##### **6.01.01 Cafeteria Plan**

The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan). The cafeteria plan contribution rate shall be up to the PERS HMO rate minus the Government Code 22825 contribution. However, for employees choosing the PERS Choice Plan the City shall contribute the PERS Choice rate plus 50% of the difference between the PERS Choice and PERS HMO rates per month to be used towards the cafeteria plan.

The City shall also pay administrative fees and contingency reserve fund assessments, if any.

#### **6.01.02 Optional Benefits**

Employees may also elect the following optional benefits:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation
5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

#### **6.01.03 Opt out of Medical Coverage**

Employees may elect not to be covered by the PERS medical plan, provided they provide proof to the City of dual coverage from PERS or other medical coverage. Employees who decline coverage will be eligible to receive the following amounts per month from the above-listed optional pre-tax benefits and/or a taxable cash-out benefit.

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.
2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.

#### **6.01.04 Dental and Vision Insurance**

The City shall provide reimbursement for employees' and dependents' up to 26 years of age documented dental expenses, with the first \$200 in expenses 100% reimbursed, the next \$500 80% reimbursed, and the next \$1,000 in expenses 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

The City provides Vision Service Plan vision coverage.

#### **6.01.05 Employee Retiree Medical Coverage Program**

It is the purpose of the Employees Retiree Medical Coverage program to provide for medical insurance compensation to retired management employees in order to insure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

A. **For Employees hired on or before June 30, 2018**

To be eligible for this benefit a management employee:

1. Must have been employed with the City for ten (10) years or longer;
2. Shall retire from the City of Scotts Valley. Public Safety management employees shall be eligible for their benefit upon retiring at age 50 or older; all other management employees shall be eligible upon retiring at age 55 or older. Notwithstanding the above, a management employee who retires with a minimum of ten (10) years of service prior to age 55 shall become eligible for his/her benefit at age 55; and
3. The retired management employee shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for his/her benefit. The retired management employee must secure their own medical insurance coverage. The medical benefit will be provided directly to the retiree at a rate not less than two thirds (2/3) of the monthly premium paid for "PERS retirees" under the PERS-CARE medical insurance plan (benchmark plan) except that the minimum contribution shall be at least \$250 per month.

The medical benefit will be at a rate in accordance with the following schedule:

| <u>Years of Service</u> | <u>Percent (%) of Cost of Benchmark Premium</u> |
|-------------------------|-------------------------------------------------|
| 10 years                | 66%                                             |
| 15 years                | 70%                                             |
| 20 years                | 80%                                             |
| 25 years                | 90%                                             |
| 30 years                | 100%                                            |

The medical benefit will be provided to the retiree and their spouse. However, their benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

Retiree Health Insurance pursuant to this section will not apply to newly hired employees effective upon written agreement with all City employee organizations.

**B. For Employees hired on or after July 1, 2018**

To be eligible for this benefit an EMPLOYEE:

1. Must have been employed with the City for ten (10) years or longer.
2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage. The medical benefit will be provided directly to the retiree at the following rates:

- a. For EMPLOYEES who have served 10 to 15 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 250.00  
Employees plus Spouse: 375.00

- b. For EMPLOYEES who have served 15 to 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 350.00  
Employees plus Spouse: 550.00

- c. For EMPLOYEES who have served over 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 500.00  
Employees plus Spouse: 750.00

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

## **6.02 Life Insurance**

The City shall pay the premium for a \$50,000 life insurance plan for all unit Members.

## **6.03 LTDI**

The City shall continue in effect and pay the full premium for the existing long term disability insurance program.

## **6.04 State Disability Insurance**

Members shall be eligible for paid sick leave benefits in accordance with City rules. Members shall continue to pay the premium cost for State Disability Insurance. It shall be the Member's responsibility to apply for State Disability benefits and to file with the City immediately upon receipt from the Department of Employment the "Notice of Calculation" for Disability Insurance. Upon receipt of the notice the City shall adjust the Member's sick leave usage and wages for the affected period so their net pay is equal to that which they would receive if working.

## **6.05 CalPERS Retirement System and Contribution**

### **6.05.01**

#### **A. Classic Miscellaneous Employees**

The City provides the CalPERS pension formula of 2.5% at age 55 plan for all eligible Members hired on or before December 31, 2012, or hired after such date but already in the CalPERS system as a classic member without a six-month break in service

Effective upon Adoption: All classic employees shall contribute 2.75% of PERSable salary towards the employee's contribution.

Effective July 1, 2019: All classic employees shall contribute 5.5% of PERSable salary towards the employee's contribution.

Effective July 1, 2020: All classic employees shall contribute 8.0% of PERSable salary towards the employee's contribution.

The City shall provide the Government Code 20042 single highest year benefit for all Miscellaneous Members at City expense.

## **B. PEPRA Miscellaneous Employees**

For those Members hired on or after January 1, 2013 to the City of Scotts Valley, who are new to the CalPERS system, the City shall provide 2% at 62 for those Members in accordance with State law. The contribution for new PEPRA Members shall be shared in accordance with State law. PEPRA employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

### **6.05.02**

#### **A. Safety Employees**

Classic Safety Employees: The City provides the CalPERS pension formula of 3% at age 50 plan with single highest year option for all eligible Members hired on or before December 31, 2012 or hired after such date but already in the CalPERS system as a classic member without a six-month break in service.

Effective upon Adoption: All classic safety employees shall contribute 3.0% of PERSable salary towards the employee's contribution.

Effective July 1, 2019: All classic safety employees shall contribute 6.0% of PERSable salary towards the employee's contribution.

Effective July 1, 2020: All classic safety employees shall contribute 9.0% of PERSable salary towards the employee's contribution.

#### **B. PEPRA Safety Employees**

For those Safety Members hired on or after January 1, 2013 who are new to the City of Scotts Valley, the City shall provide 2.7% at 57 for those Members in accordance with State law. The contribution for new PEPRA Safety Members shall be shared in accordance with State law. PEPRA employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

### **6.05.03 IRS 414(h)**

For all employees not under the new Public Employees Pension Reform Act:

The City shall provide the IRS 414(h) pick-up of the employee portion of the PERS retirement payment as employer contributions in lieu of employee contributions, for all members effective July 1, 2001.

## **7.00 LONGEVITY**

Each management and confidential employee shall receive a five percent (5%) increase in salary upon completion of fifteen (15) consecutive years of service with the City.

## **8.00 EDUCATIONAL REIMBURSEMENTS**

The City will reimburse management and confidential employees for the cost associated with upper level college courses and training sessions, in a curriculum related to a professional job related degree or certificate, approved in advance, by the City Manager. Reimbursable costs include only tuition, books and course-related fees. The City will not reimburse management employees for supplies or mileage used to travel to and from such courses.

## **9.00 SPECIAL BENEFITS/CHIEF OF POLICE AND POLICE CAPTAIN**

The City agrees that in addition to any other benefits, the Chief of Police and the Police Captain shall be entitled to those benefits set out in Attachment B, a copy of which is attached thereto and incorporated herein by this reference.

## **10.00 AUTOMOBILE POLICY**

All Department Heads shall either be assigned a City vehicle, receive a monthly automobile allowance, or be reimbursed a mileage reimbursement at the rate set by the Internal Revenue Service as an allowable deduction for automobile business expenses when the management employee is using his/her private automobile for City business.

## **11.00 CELL PHONE REIMBURSEMENT**

The confidential positions of City Clerk, Administrative Services Analyst, Administrative Secretary/Analyst are required to use their personal cell phone for City business, and therefore will receive \$30 per month cell phone reimbursement. The City will not be responsible for cell phone replacement, damage or any other costs associated with the Members personal cell phone. A cell phone reimbursement participation form will be signed by each Member and kept on file.

## **12.00 GRIEVANCE PROCEDURE**

A Department Head may grieve any matter involving an interpretation of the terms of his/her benefits set out herein by following steps 1 and 2 below:

Step 1: Informal meeting with the City Manager in an attempt to resolve the grievance.

Step 2: If the grievance cannot be resolved by the Department Head and City Manager, it shall be presented to the City Council in Closed Session or at the option of the Department Head in an open meeting.

All other management employees may grieve any matter involving an interpretation of the terms of the benefits in accordance with the procedures established in the Personnel Rules and Regulations.

## **13.00 COMPENSATION**

### **13.01 Miscellaneous Employees**

The first full pay period after adoption, the salary range for each miscellaneous classifications in the unit will receive a three percent (3.0%) salary increase.

Effective July 1, 2019 the salary range for each miscellaneous classification in the unit will receive a three percent (3.0%) salary increase.

Effective July 1, 2020 the salary range for each miscellaneous classification in the unit will receive a two percent (2.0%) salary increase

### **13.02 Safety Employees**

Effective the first full pay period after adoption the salary range for each safety classification in the unit will receive a three percent (3.0%) salary increase.

Effective July 1, 2019 the salary range for each safety classification in the unit will receive a three percent (3.0%) salary increase.

Effective July 1, 2020 the salary range for each safety classification in the unit will receive a three percent (3.0%) salary increase.

## **14.00 “AT WILL” POSITIONS**

The management and confidential positions listed in Attachment A are “at will” positions, meaning that they serve at the pleasure of the City Manager and may be removed at any time, with or without cause.

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Jenny Haruyama, City Manager

## ATTACHMENT A

### MANAGEMENT AND CONFIDENTIAL EMPLOYEES

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| Administrative Services Director                       | Department Head     |
| Administrative Services Director /Deputy City Manager  | Department Head     |
| Chief of Police                                        | Department Head     |
| Community Development Director                         | Department Head     |
| Community Development Director/<br>Deputy City Manager | Department Head     |
| Finance Director                                       | Department Head     |
| Public Works Director                                  | Department Head     |
| Public Works Director/City Engineer                    | Department Head     |
| Accounting Manager                                     | Non Department Head |
| Police Captain                                         | Non Department Head |
| Administrative Services Analyst                        | Confidential        |
| Administrative Secretary/Analyst                       | Confidential        |
| City Clerk                                             | Confidential        |

## **ATTACHMENT B**

### **POLICE CHIEF AND POLICE CAPTAIN / SPECIAL BENEFITS (Applicable to Police Chief and Captain Only)**

#### **1. LEGAL DEFENSE**

The City shall provide legal representation and necessary coverage for the protection and defense of the Police Chief and Police Captain ("Covered Employee") of the City of Scotts Valley Police Department acting legally in his / her sworn capacity while "on or off duty", and in accordance with the requirements of the California penal Code. The City agrees to provide the necessary legal liability coverage and legal representation to cover any litigation brought against the Covered Employees as a result of his / her actions as a Peace Officer.

#### **2. ASSIGNED POLICE VEHICLE**

The Police Chief and Captain shall be assigned an unmarked police unit from the Department fleet for his / her full time use, due to the nature of his / her employment.

#### **3. HEALTH AND SAFETY - EQUIPMENT**

City shall comply with all applicable State, Federal and County Safety Regulations and shall furnish all safety equipment required by law or deemed necessary by the City Manager, to the Covered Employee. At the commencement of employment, Covered Employee shall be provided safety equipment by the City as follows:

One (1) leather belt for slacks

One (1) leather duty belt with: holster, clip holder, handcuff case, mace holder, baton ring, key ring, four (4) keepers, belt buckle, tape recorder holster

One (1) weapon, clip and ammunition

One (1) O.C. spray canister

One (1) bullet-proof vest

One (1) set of handcuffs with key

One (1) expandable baton

One (1) police flashlight

One (1) tape recorder

City shall provide all equipment deemed essential by the Chief of Police to complete assigned duties.

#### **4. UNIFORMS**

At the commencement of employment, Covered Employee shall be provided uniforms by the City as follows”

- One (1) uniform hat and hat piece
- Three (3) uniform shirts, long or short sleeve
- Three (3) uniform slacks or skirts
- One (1) uniform duty jacket
- One (1) uniform dress jacket
- Patches as required for above uniforms
- One (1) name tag for uniform shirt
- One (1) name tag for uniform jacket
- One (1) complete set of rain gear and rain boots
- One (1) utility uniform
- Two (2) collar emblems
- One (1) duty badge
- One (1) off-duty badge and badge wallet

The City agrees to maintain any required uniform for the Covered Employee.

#### **5. MILEAGE ALLOWANCE**

When Covered Employee is required to use his / her personal vehicle on City business, the City shall pay the mileage allowance provided by the rules and regulations of the Internal Revenue Service. When reimbursable to the City under POST Plans, the City shall pay maximum mileage allowance provided by rules and regulations of the POST Plan.

#### **6. AMOUNT OF DURATION OF PAYMENT**

Covered Employee shall be entitled to receive industrial sick leave with pay equal to the difference between 100% of his / her normal salary and the amount of any Worker's Compensation temporary disability payments to which the Covered Employee is entitled during such incapacity for a period not to exceed one (1) calendar year from the date of such sickness or injury.

#### **7. PEACE OFFICERS' BILL OF RIGHTS**

The City and the Association acknowledge and reaffirm all rights and privileges granted to the Covered Employee by law, including, but not without limitation, those provisions of the Peace Officers' Procedural Bill of Rights (Gov. Code § 33000 et seq.) And the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.).

## **8. RETIREMENT**

Covered Employee is a management Safety member under PERS and shall be covered under the applicable Safety plan as defined in Section 6.2 of this Benefits Package. All other provisions of Section 6.2 also apply to the Covered Employee.

## **9. TEMPORARY ASSIGNMENT TO HIGHER LEVEL VACANCY (Captain Only)**

An employee specifically on a temporary basis to a higher level position shall be compensated at the pay rate for the higher level position if the service in such position exceeds a total of twenty (20) days in any twelve (12) month period, and payment shall be retroactive to the first day of such service.

## **10. VACATION ACCRUAL (Captain Only)**

The Captain's allowable vacation accrual carry-over shall be 2.5 times annual accrual.

## **11. EFFECT OF ABSENCE ON CONTINUOUS SERVICE (Captain Only)**

Absence on authorized leave with or without pay, time during which an employee is laid off because his services are not needed and time during which an employee is temporarily not employed by the City shall not be considered as an interruption of continuous service if such absence is followed by re-employment within one (1) year. However, such absences shall not be counted in computing the employee's years of continuous service.

## **12. AMOUNT AND DURATION OF PAYMENT**

Covered employee shall be entitled to receive industrial sick leave with pay equal to the difference between 100% of his / her normal salary and the amount of any Worker's Compensation temporary disability payments to which he / she is entitled during such incapacity for a period not to exceed one (1) calendar year from the date of such sickness or injury.

**CITY OF SCOTTS VALLEY**  
**MANAGEMENT TEAM SALARY SCHEDULE\***  
**07/01/2018 - 6/30/2019**

| <b>Position Classification</b>                            | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|-----------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Accounting Manager<br>(Non Department Head)               | 9,689         | 10,173        | 10,682        | 11,216        | 11,778        | 12,366        | 12,985        |
| Administrative Services Director                          | 10,173        | 10,682        | 11,216        | 11,777        | 12,366        | 12,984        | 13,633        |
| Community Development Director                            | 10,173        | 10,682        | 11,216        | 11,777        | 12,366        | 12,984        | 13,633        |
| Community Development Director /<br>Deputy City Manager   | 10,682        | 11,216        | 11,777        | 12,366        | 12,984        | 13,633        | 14,315        |
| Deputy City Manager /<br>Administrative Services Director | 10,682        | 11,216        | 11,777        | 12,366        | 12,985        | 13,634        | 14,315        |
| Finance Director                                          | 10,173        | 10,682        | 11,216        | 11,777        | 12,365        | 12,984        | 13,633        |
| Police Chief                                              | 11,152        | 11,710        | 12,295        | 12,910        | 13,555        | 14,233        | 14,944        |
| Police Captain<br>(Non Department Head)                   | 7,412         | 7,783         | 8,172         | 8,581         | 9,010         | 9,461         | 9,934         |
| Public Works Director                                     | 9,689         | 10,173        | 10,682        | 11,217        | 11,778        | 12,366        | 12,985        |
| Public Works Director /<br>City Engineer                  | 10,173        | 10,682        | 11,216        | 11,777        | 12,366        | 12,984        | 13,633        |
| City Clerk **                                             | 5,241         | 5,503         | 5,778         | 6,067         | 6,370         | 6,689         | 7,023         |
| Administrative Services Analyst **                        | 4,116         | 4,322         | 4,538         | 4,765         | 5,003         | 5,253         | 5,516         |
| Administrative Secretary/Analyst **                       | 4,116         | 4,322         | 4,538         | 4,765         | 5,003         | 5,253         | 5,516         |

\* This salary schedule reflects positions that are authorized, not budgeted.

\*\* Confidential employee

**CITY OF SCOTTS VALLEY**  
**MANAGEMENT TEAM SALARY SCHEDULE\***  
**07/01/2019 - 6/30/2020**

| <b>Position Classification</b>                            | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|-----------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Accounting Manager<br>(Non Department Head)               | 9,980         | 10,479        | 11,003        | 11,553        | 12,131        | 12,738        | 13,375        |
| Administrative Services Director                          | 10,478        | 11,002        | 11,552        | 12,130        | 12,737        | 13,373        | 14,042        |
| Community Development Director                            | 10,478        | 11,002        | 11,552        | 12,130        | 12,736        | 13,373        | 14,042        |
| Community Development Director /<br>Deputy City Manager   | 11,002        | 11,552        | 12,130        | 12,736        | 13,373        | 14,042        | 14,744        |
| Deputy City Manager /<br>Administrative Services Director | 11,002        | 11,552        | 12,130        | 12,737        | 13,374        | 14,042        | 14,744        |
| Finance Director                                          | 10,478        | 11,002        | 11,552        | 12,130        | 12,736        | 13,373        | 14,042        |
| Police Chief                                              | 11,487        | 12,061        | 12,664        | 13,298        | 13,962        | 14,660        | 15,393        |
| Police Captain                                            | 7,634         | 8,016         | 8,416         | 8,838         | 9,280         | 9,744         | 10,231        |
| Public Works Director                                     | 9,980         | 10,479        | 11,003        | 11,554        | 12,131        | 12,738        | 13,375        |
| Public Works Director /<br>City Engineer                  | 10,478        | 11,002        | 11,552        | 12,130        | 12,737        | 13,373        | 14,042        |
| City Clerk **                                             | 5,398         | 5,668         | 5,951         | 6,249         | 6,561         | 6,889         | 7,234         |
| Administrative Services Analyst **                        | 4,239         | 4,451         | 4,673         | 4,907         | 5,153         | 5,410         | 5,681         |
| Administrative Secretary/Analyst **                       | 4,239         | 4,451         | 4,673         | 4,907         | 5,153         | 5,410         | 5,681         |

\* This salary schedule reflects positions that are authorized, not budgeted.

\*\* Confidential employee

**CITY OF SCOTTS VALLEY**  
**MANAGEMENT TEAM SALARY SCHEDULE\***  
**07/01/2020 - 6/30/2021**

| <b>Position Classification</b>                            | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|-----------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Accounting Manager<br>(Non Department Head)               | 10,179        | 10,688        | 11,222        | 11,783        | 12,373        | 12,992        | 13,642        |
| Administrative Services Director                          | 10,688        | 11,222        | 11,784        | 12,373        | 12,992        | 13,641        | 14,324        |
| Community Development Director                            | 10,688        | 11,222        | 11,784        | 12,373        | 12,991        | 13,641        | 14,323        |
| Community Development Director /<br>Deputy City Manager   | 11,222        | 11,783        | 12,372        | 12,991        | 13,640        | 14,322        | 15,039        |
| Deputy City Manager /<br>Administrative Services Director | 11,222        | 11,783        | 12,372        | 12,991        | 13,641        | 14,323        | 15,039        |
| Finance Director                                          | 10,688        | 11,222        | 11,784        | 12,373        | 12,991        | 13,641        | 14,323        |
| Police Chief                                              | 11,832        | 12,424        | 13,045        | 13,697        | 14,381        | 15,100        | 15,855        |
| Police Captain                                            | 7,863         | 8,256         | 8,669         | 9,103         | 9,559         | 10,036        | 10,538        |
| Public Works Director                                     | 10,179        | 10,688        | 11,222        | 11,784        | 12,373        | 12,992        | 13,641        |
| Public Works Director /<br>City Engineer                  | 10,688        | 11,222        | 11,784        | 12,373        | 12,992        | 13,641        | 14,324        |
| City Clerk **                                             | 5,506         | 5,781         | 6,070         | 6,374         | 6,693         | 7,027         | 7,379         |
| Administrative Services Analyst **                        | 4,324         | 4,540         | 4,767         | 5,006         | 5,256         | 5,519         | 5,795         |
| Administrative Secretary/Analyst **                       | 4,324         | 4,540         | 4,767         | 5,006         | 5,256         | 5,519         | 5,795         |

\* This salary schedule reflects positions that are authorized, not budgeted.

\*\* Confidential employee



## **City of Scotts Valley CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Jenny D. Haruyama, City Manager

**SUBJECT:** **APPROVE AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SCOTTS VALLEY AND SCOTTS VALLEY POLICE SUPERVISORS ASSOCIATION (SVPSA)**

### **SUMMARY OF ISSUE**

The City recently concluded negotiations with all of the City of Scotts Valley bargaining groups to reach agreement on new contract terms and conditions. However, due to a recent federal court case (Janus Decision) regarding union dues, the MOU between the City and the PSA will need to be amended to comply with federal law. Changes, include but are not limited to: response to general inquiries, payroll deduction, and record keeping. The agreed upon language is attached for your information and will be incorporated into the PSA MOU.

### **FISCAL IMPACT**

There is no fiscal impact associated with this contract amendment.

### **STAFF RECOMMENDATION**

It is recommended that the Council approve the attached MOU amendment between the City of Scotts Valley and the Police Supervisor Unit (PSA) and authorize City staff to update the MOU to include the new terms and conditions.

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## 1.00 ASSOCIATION RECOGNITION

Rights and Security.

### 1.01 Recognition of Association

The City hereby recognizes the Association as the exclusive collective bargaining agent for Police Officers and Dispatchers (collectively referred to as "Members").

### 1.02 Notice of Recognized Association

The Police Department ("Department") shall give written notice to persons newly employed in the classifications of Police Officers and Dispatchers, which shall contain the name and address of the Member organization recognized by the City as the exclusive bargaining agent for the Association. The City will direct all inquiries from employees about Association membership or dues deduction to the Association or Association's designated agent.

### 1.03 Payroll Deduction and Pay Over

The City shall deduct Association dues, initiation fees, PORAC, Credit Union Share Contribution and premiums for approved insurance programs from Members' pay in conformance with State, Federal and local regulations. The City shall promptly pay over to the designated payee all sums so dedicated.

## ~~3.01~~ 1.04 Association Dues, Initiation Fees and Credit Union Share Contribution

### 1.04.1 Dues and Initiation Fees

Upon receipt of written certification by the Association listing the Association employees that the City agrees to shall deduct initiation fees and dues from the wages of Members and to transmit these deductions to the Association's designated payee. The Association will maintain records of employee authorization for such deductions. The City shall only be entitled to a copy of an authorization in the event that the existence of an authorization is alleged by an Association member. The Association shall notify the City immediately in writing of any changes to the list of employees that deductions shall be taken.

### 1.04.2 Credit Union Share Contributions

City facilities may be made available upon timely application for use by Members. Application for such use shall be made to the management person under whose control the facility is placed.

#### 1.08 Job Contacts

Any authorized representative of the Association shall have the right to contact individual Members working within the Association in City facilities during business hours on matters within the scope of representation, providing prior arrangements have been made for each contact with the Chief of Police or the Chief's designated representative who shall grant permission for such contact if, in his judgment, it will not disrupt the business of the work unit involved or the Department.

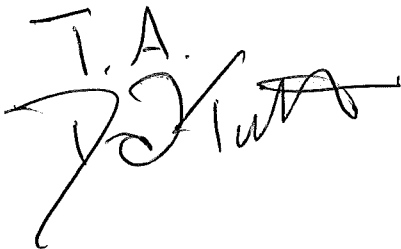
#### 1.09 Bargaining Committee

Members of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. No more than two (2) Members at a time may absent themselves from work for this purpose. Off-duty personnel participating in negotiations are not authorized compensation for this time. Members of Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions. Adequate levels of police protection shall be maintained at all times.

#### 1.10 Alternative Locations

When contact and bargaining on the work location is precluded by reason of confidentiality of records, work situations, health and safety of employees, the public, or disturbance to others, the Chief of Police or the Chief's representative shall have the right to make other arrangements for a contact location removed from the work area.

#### 3.00 CHECK-OFF

T.A.  




## **City of Scotts Valley CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Jenny D. Haruyama, City Manager

**SUBJECT: APPROVE MEMORANDUM OF UNDERSTANDING (MOU)  
TENTATIVE AGREEMENT BETWEEN THE CITY OF SCOTTS VALLEY  
AND THE SCOTTS VALLEY POLICE BARGAINING UNIT (SVPBU)**

### **SUMMARY OF ISSUE**

Over the past several months, the City has been actively negotiating with the City of Scotts Valley bargaining groups to reach agreement on new contract terms and conditions. The agreements for all City bargaining groups expired on June 30, 2018; however, on October 9, 2018, the City and the Scotts Valley Police Bargaining Unit (PBU) reached a tentative agreement regarding a new Memorandum of Understanding (MOU). The PBU membership approved the tentative agreement, which is attached for your information.

Consistent with the parameters established by Council, the highlights of the new agreement are:

#### **Contract Term:**

- Two-year contract from July 1, 2018 to June 30, 2020.

#### **Compensation:**

- Effective the first full pay period after Union ratification and City Council approval of the successor MOU, the salary range for each classification in the unit will receive a 3% percent salary increase.
- Effective the first full pay period after Union ratification and City Council approval of the successor MOU, the salary range for each classification in the unit will receive a 1% percent salary increase for retention purposes.
- Effective the first full pay period in July 2019, the salary range for each classification in the unit will receive a 3% salary increase.
- Effective the first full pay period in July 2019, the salary range for each classification in the unit will receive a 1% percent salary increase for retention purposes.

Retention Bonus:

- A retention bonus of 1% of salary, offered retroactively and limited to 6 weeks, will be provided effective the first full pay period after Union ratification and City Council approval of the successor MOU.

Employee Retiree Medical Coverage Program:

- Employees hired on or after July 1, 2018 will be eligible for retiree medical coverage under the following conditions:
  1. Must have been employed with the City for ten (10) years or longer.
  2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan." Consistent with CalPERS requirements, Medicare eligible employees shall enroll in CalPERS Medicare plans upon Medicare eligible age.
  3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage. The medical benefit will be provided directly to the retiree at the following rates:
    - For EMPLOYEES who have served 10 to 15 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:
      - Employee Only \$250
      - Employees plus Spouse: \$375
    - For EMPLOYEES who have served 15 to 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:
      - Employee Only \$350
      - Employees plus Spouse: \$550
    - For EMPLOYEES who have served over 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:
      - Employee Only \$500
      - Employees plus Spouse: \$750

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

**CalPERS Retirement System and Employee Contribution:**

- Effective Upon Adoption - All classic safety and miscellaneous employees shall contribute 3% of PERSable salary towards the employee's contribution.
- Effective July 1, 2019: All classic safety and miscellaneous employees shall contribute 6% of PERSable salary towards the employee's contribution.

**Dues:**

As a result of a recent federal court ruling (Janus Decision), the language regarding dues has been modified to reflect changes in federal law. Changes, include but are not limited to: response to general inquiries, payroll deduction, and record keeping.

**FISCAL IMPACT**

It is estimated that over the life of the 2-year contract, the total net cost will be approximately \$25,000. Year one of the contract is anticipated to generate a savings of \$5,000, while year two projects an increase in expenses by \$30,000, resulting in a total net cost of \$25,000. Savings are limited because there are only 8 PBU employees (classic) who will begin to contribute a portion of their salary toward PERS. The remaining 10 PEPRA employees have already been contributing to PERS at a higher rate.

**STAFF RECOMMENDATION**

It is recommended that the Council approve the attached Tentative Agreement between the City of Scotts Valley and the Police Bargaining Unit (PBU) and authorize City staff to update the MOU to include the new terms and conditions and authorize the City Manager to sign the agreement.

Additionally, it is recommended that Council authorize the City Manager and the Administrative Services Director to take any administrative actions necessary to effectuate the terms and conditions of the agreement.

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**Scotts Valley Police Officers Association Proposed Tentative  
Agreement to the City of Scotts Valley**

**October 9, 2018**

**10.00 HEALTH AND WELFARE BENEFITS**

**10.1 Health and Welfare Benefits**

**10.01 PERS Medical Plan**

10.01.1 Cafeteria Plan: The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan). The cafeteria plan contribution rate during the term of this MOU shall be the PERS HMO rate, minus the Government Code section 22825 contribution. However, for employees choosing the PERS Choice or PORAC Plans, the City shall contribute either the PERS Choice or PORAC plan rate plus 50% of the difference between the PERS Choice or PORAC plan and the PERS HMO plan per month towards the cafeteria plan.

The City shall also pay administrative fees and contingency reserve fund assessments, if any.

Employees may also elect the following optional benefits:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation
5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

10.01.2 Rebate for Non-Enrolled Dependents: The City shall pay any full-time (40 hours per week) Member who chooses not to enroll in the PERS

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Health plan the Member's otherwise eligible dependents the following amount provided proof of alternative medical coverage is provided:

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.
2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.

10.01.03 Reopener in the Event of Provider Change: In the event that no PERS HMO and/or no PERS Choice contract with one of the four major care providers in the area (Sutter, Dominican, Santa Cruz Medical Clinic or Physicians Medical Group) during the term of this MOU, the parties agree that to re-open section 10.01 if members are covered by the affected health plans.

#### 10.02 Section 125 Plan

The City also agrees, to the extent allowable by law, to adopt the provisions of Section 125 of the Internal Revenue Code, thereby enabling Members to pay allowable medical costs with pre-tax dollars.

#### 10.03 Dental and Vision

The City shall provide reimbursement for employees' and dependents' document dental expenses, with the first \$200 in expenses – 100% reimbursed, the next \$500 in expenses – 80% reimbursed, and the next \$1,000 in expenses – 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

Vision coverage benefits shall remain the same as those benefits in effect in the previous MOU in the Vision Service Plan.

#### 10.04 Deductibles

Members shall be responsible for paying the deductible portion of their medical, dental and vision insurance plans, where applicable.

#### 10.05 Long-Term Disability Insurance

City agrees to maintain a long-term disability plan at City's sole cost, not to exceed one and eight-tenths (1.8%) of annual salary per month.

#### 10.06 Member Retiree Medical Coverage Program

It is the purpose of the Members Retiree Medical Coverage program to provide for medical insurance compensation to retired Members in order to insure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

To be eligible for this retirement benefit a Member:

1. Must have been employed with the City for ten years or longer.
2. Shall retire from the City of Scotts Valley. Public safety Members shall be eligible for this benefit upon retiring at age 50 or older; all other Members shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired Member shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired Member must secure his/her own medical insurance coverage.

The medical benefit will be provided directly to the retired Member at the following rates:

A. For Employees hired on or before June 30, 2018

1. For Members who have served 10 to 15 years with the City: 100% of premiums to a maximum of 33% of the PERS-CARE plan premium level (benchmark plan); reduced to 16.5% at social security age.
2. For Members who have served 15-20 years with the City: 100% of the premiums to a maximum of 50% of the PERS-CARE plan; reduced to 25% at social security age.

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3. For Members who have served over 20 years: 100% of premiums to a maximum of 67% of the PERS-CARE plan; reduced to 33.5% at social security age.

The medical benefit will be provided to the retired Member and the Member's spouse. However, this benefit shall only be payable while the retiree is living and shall not be payable to the spouse of the retiree after the retiree's death.

b. For Employees hired on or after July 1, 2018

To be eligible for this benefit an EMPLOYEE:

1. Must have been employed with the City for ten (10) years or longer.
2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."

3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage. The medical benefit will be provided directly to the retiree at the following rates:

- a. For EMPLOYEES who have served 10 to 15 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 250.00

Employees plus Spouse: 375.00

- b. For EMPLOYEES who have served 15 to 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 350.00

Employees plus Spouse: 550.00

- c. For EMPLOYEES who have served over 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only 500.00

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Employees plus Spouse: 750.00

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

10.07 Life Insurance

The City shall pay the premium for a \$50,000 life insurance plan for all Members.

10.08 Joint Committee for Health Care Cost Containment

City and Association agree to participate in a "Joint Health Care Cost Containment Committee" for the purpose of controlling health care costs. The Committee shall make recommendations consistent with this goal. Recommendations shall be implemented if approved by the City and Association.

18.00 WAGES

18.01 Effective the first full pay period after Union ratification and City Council approval of the successor MOU, the salary range for each classification in the unit will receive a three percent (3.0%) salary increase.

Effective the first full pay period after Union ratification and City Council approval of the successor MOU, the salary range for each classification in the unit will receive a one percent (1.0%) salary increase for retention.

Effective the first full pay period in July 2019 the salary range for each classification in the unit will receive a three percent (3.0%) salary increase.

Effective the first full pay period in July 2019 the salary range for each classification in the unit will receive a one percent (1.0%) salary increase for retention.

~~Effective July 1, 2015, all Members will receive a two percent (2%) salary increase, as reflected on Exhibit A. Effective July 1, 2016, all Members will receive a one percent (1%) salary increase, as reflected on Exhibit B. Effective July 1, 2017, all Members will receive a one percent (1%) salary increase, as reflected on Exhibit C.~~

18.02 All Members assigned to patrol shall be paid for eighty-four (84) hours at straight time on the first pay date for each 28-day pay period,

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notwithstanding hours actually worked, and shall be paid for the balance of hours actually worked (which will normally also be 84 hours) on the second pay date for that pay period. The purpose of this section is to more equitably spread wage payments to Members over the 28-day pay period. However, this provision shall not apply if the combination of hours worked and hours of paid leave by patrol members in any 28-day pay period is less than 84 hours. For example, if any patrol Member only works fifty (50) hours and receives ten (10) hours of paid vacation during the 28 day pay period, the Member will only be paid for sixty (60) hours.

18.03 All Members will be eligible to receive a one percent (1%) longevity stipend upon completion of five consecutive years of service, an additional two percent (2%) longevity stipend upon completion of ten consecutive years of service and an additional three percent (3%) longevity stipend upon completion of fifteen consecutive years of service.

~~18.04 In addition to the salary above, each permanent Member shall receive two one-time bonuses if the following conditions are met. For the first bonus, should the City's actual sales tax revenue be greater than the budgeted amount during Fiscal Year 2015-16, the difference between the budgeted sales tax revenues and the actual sales tax revenues shall be split 50% to the City, and the remainder shall be divided equally by the total number of permanent City employees (prorated for part-time employees). This amount shall then be multiplied by the number of employees in the POA for a total first bonus amount. This total first bonus amount will be allocated to the Members based on their monthly salary amount in Exhibit B to be paid no later than the first full pay period in November 2016.~~

~~For the second bonus, should the City's actual sales tax revenues for Fiscal Year 2016-17 be greater than the actual sales tax revenues for Fiscal Year 2015-16, the difference shall be split 50% to the City, and the remainder shall be divided equally by the total number of permanent City employees (prorated for part-time employees). This amount shall then be multiplied by the number of employees in the POA for a second total bonus amount. This second total bonus amount will be allocated to the Members based on their monthly salary amount in Exhibit C to be paid no later than the first full pay period in November 2017.~~

## 25.00 RETIREMENT

### a. MISCELLANEOUS EMPLOYEES ONLY

The City provides the CalPERS pension formula of 2.5% at age 55 plan for all eligible Members hired on or before December 31, 2012, or hired after such date but already in the CalPERS system as a classic member without a six-month break in service.

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Effective the first full pay period after Union ratification and Council approval of the successor MOU, all classic miscellaneous employees shall contribute 3.0% of PERSable salary towards the employee's contribution.

Effective the first full pay period in July 1, 2019 all classic miscellaneous employees shall contribute 6.0% of PERSable salary towards the employee's contribution.

The City shall provide the Government Code 20042 single highest year benefit for all Miscellaneous Members at City expense.

#### PEPRA Miscellaneous Employees

For those Members hired on or after January 1, 2013 to the City of Scotts Valley, who are new to the CalPERS system, the City shall provide 2% at 62 for those Members in accordance with State law. The contribution for new PEPRA Members shall be shared in accordance with State law. PEPRA employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

~~The City shall also provide the IRS 414(h) pick-up of the employee portion of the PERS retirement payments as employer contributions in lieu of employee contributions for all PERS Miscellaneous members in the unit.~~

#### b. SAFETY EMPLOYEES ONLY

Classic Safety Employees: The City provides the CalPERS pension formula of 3% at age 50 plan with single highest year option for all eligible Members hired on or before December 31, 2012 or hired after such date but already in the CalPERS system as a classic member without a six-month break in service.

Effective the first full pay period after Union ratification and Council approval of the successor MOU, all classic safety employees shall contribute 3.0% of PERSable salary towards the employee's contribution.

Effective the first full pay period in July 1, 2019 all classic safety employees shall contribute 6.0% of PERSable salary towards the employee's contribution.

#### 1. PEPRA Safety Employees

For those Safety Members hired on or after January 1, 2013 who are new to the City of Scotts Valley, the City shall provide 2.7% at 57 for those Members in accordance with State law. The contribution for new PEPRA Safety Members shall be shared in accordance with State law. PEPRA employee contributions shall be

50% of the normal cost as determined by CalPERS and may change on an annual basis.

~~City agrees to maintain retirement benefits in the Public Employees' Retirement System (PERS) for all Members. Those eligible as "Safety" Members shall be in the three (3%) percent at age fifty (50) plan. Those eligible as "Miscellaneous" Members shall be in the two and a half (2.5%) percent at 55 plan. City also agrees to pay the Member's contribution. For both "Safety" and "Miscellaneous" Members hired on or after January 1, 2013, the City agrees to maintain the retirement benefits in accordance with the provisions of the Public Employees' Pension Reform Act of 2013.~~

~~The City shall also provide the IRS 414(h) pick-up of the employee portion of the PERS retirement payments as employer contributions in lieu of employee contributions for all PERS Miscellaneous members in the unit.~~

### 31.00 TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2018, through June 30, 2020.

TENTATIVE AGREEMENTS: Includes all Tentative Agreement signed by the Parties as of October 9, 2018.

ALL OTHER PROPOSALS DROPPED: Union drops all other outstanding proposals.

*JA Bailey*

*10/9/18*

*[Signature]*

*10/9/18*

*[Signature]*

*10/9/18*

*Subject to Council approval 10/9/18*  
*Danica Wey*

City Proposal #    Distributed at the Bargaining Table to the POA on April 26, 2018

The City reserves the right to amend, change or modify proposal

This Memorandum of Understanding, (the "Agreement") is made and entered into this            ~~first day of July 2015~~, by and between the Scotts Valley Police Bargaining Unit, hereinafter referred to as "Association," affiliated with Operating Engineers Local #3, and the City of Scotts Valley, hereinafter referred to as "City," for and on behalf of its Members hereinafter identified.

In this Agreement, whenever the terms "he" or "his" is used they shall be interpreted to apply to both the masculine and feminine gender.

TA  
Diana Way for City  
5.22.18

Jim Brinkley  
5/22/18

City Proposal # 3 Distributed at the Bargaining Table to the POA on April 26, 2018

The City reserves the right to amend, change or modify proposal

## 2.00 HIRING PROVISIONS

### 2.01 Non-Discrimination

~~No Member shall be discriminated against by the City or by the Association for reason of race, color, religion, disability, medical condition, national origin, ancestry, marital status, sex, sexual preference, age (over 40), veteran's status, or any other factor except where sex or physical capability is determined to be a bonafide occupational qualification after consideration of reasonable accommodation factors in relation to the essential duties of the position.~~

There shall be no discrimination because of a person's political, or Union affiliation or belief, non-affiliation or non-belief, ancestry, age (40 and above), color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, race, religion (includes religious dress and grooming practices) sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), or sexual orientation.

### 2.02 Employment

The City shall not discipline, discharge or otherwise discriminate against any Member for any Association activity that does not interfere with the proper performance of that Member's work.

TA  
Dana Wyfor City  
5.22.18

Jim Brinley  
5/22/18.

City Proposal # 5 Distributed at the Bargaining Table to the POA on April 26, 2018

The City reserves the right to amend, change or modify proposal

## 6.00 OVERTIME

### 6.01 Regular Work Schedule Requirement

The Department shall prepare a schedule designating the hours each Member shall work. Work for the City by a Member at time other than those so scheduled shall be approved in advance by the Chief of Police or the Chief's designated representative.

### 6.02 Authorization of Overtime

No Member shall receive compensation for overtime in cash, in time off or a combination thereof unless such overtime work has been approved by the Chief of Police or the Chief's designated representative.

### 6.03 Definition of Overtime

For the purposes of the 3/12 work schedule, all overtime work for patrol will be defined as all work performed in excess of one hundred and sixty-eight (168) hours in an established twenty-eight (28) day work period. For employees other than patrol personnel, all overtime work will be defined as all work performed pursuant to Section 6.01 and 6.02 in excess of forty (40) hours for each seven (7) day work period.

For all Members on the 3/12 work schedule, all work performed does not include the eight (8) hours of holidays paid (whether they work on those holidays or not) and does not include the four (4) hours of additional holiday hours paid to Members who work on holidays as provided elsewhere in this Agreement.

### 6.04 Payment of Overtime

For patrol personnel, the first eight (8) hours of overtime in the established twenty-eight day work week period will be paid at straight time. All hours in excess of one hundred sixty-eight (168) hours in the twenty-eight day work period will be paid at the rate of one and one half (1.5) times the hourly rate. For all other employees, all overtime work will be compensated at the rate of one and one half (1.5) times the hourly rate after forty (40) hours in any work week. All paid time off will be considered time worked in determining overtime, except that for Members on the 3/12 work schedule, both the right (8) or ten (10) hours of holiday paid to Members (whether they work holidays or not) and the four (4) hours or pro-rated hours of additional holiday hours

TA  
Donna Wey for City  
5.22.18

In Brulley  
5/22/18.

paid to Members who do work holidays other than the floating holiday will not be considered time worked in determining overtime.

#### 6.05 Definition of Hourly Rate

For purposes of this section, hourly rate shall be defined as follows:

Base Monthly Pay times (12) months, divided by 2,080 hours (per year) equals hourly rate.

#### 6.06 Fractions of Less than One-Fourth Hours

No overtime payment shall be allowed for any period of less than one-fourth (.25) hours, and fractions of less than one-fourth (.25) hour overtime worked shall not be considered overtime and may not be accumulated in order to total one-fourth (.25) hour or more.

#### 6.07 Compensatory Time Off ("CTO")

At the sole option of a Member CTO may be accrued in lieu of monetary compensation for overtime and is earned at a rate of one and one-half (1.5) times the hourly rate up to the maximum CTO accruals established herein.

All Members may accrue CTO in lieu of monetary compensation for overtime to a maximum of ~~forty (40)~~ **forty eight (48)** hours. Such CTO may be replenished during the year up to the **eight** hour maximum. The timing of taking the CTO shall be determined by the Division Commander, considering the Member's preference.

CTO may be granted with a two (2) pay period notice at the discretion of the supervisor. Supervisors are not precluded from granting CTO with a shorter notice if the needs of the Department will allow this time off provided however, that overtime shall not be used to cover absences resulting from CTO use by employees. Overtime can be used to cover absences resulting from CTO used by graveyard shift dispatchers.

#### 6.08 Shift Adjustments

If the department intends to adjust a Member's shift due to overtime worked on a shift, the Member's supervisor must notify him of the intended shift adjustment on the day before the adjustment occurs. Such notice shall be given by the end of the Member's shift.

For patrol personnel, all shift adjustments shall be made within the twenty-eight (28) day work period. For all other employees, all shift adjustments shall be made within a forty (40) hour work week. All shift adjustments will be completed at the time that the change in the shift is made. Except for

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unforeseeable circumstances, the Chief of Police shall make every effort to assure that no Member shall have more than one shift adjustment occur during a pay period.

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## 1.00 ASSOCIATION RECOGNITION

Rights and Security.

### 1.01 Recognition of Association

The City hereby recognizes the Association as the exclusive collective bargaining agent for Police Officers and Dispatchers (collectively referred to as "Members").

### 1.02 Notice of Recognized Association

The Police Department ("Department") shall give written notice to persons newly employed in the classifications of Police Officers and Dispatchers, which shall contain the name and address of the Member organization recognized by the City as the exclusive bargaining agent for the Association. The City will direct all inquiries from employees about Association membership or dues deduction to the Association or Association's designated agent.

### 1.03 Payroll Deduction and Pay Over

The City shall deduct Association dues, initiation fees, PORAC, Credit Union Share Contribution and premiums for approved insurance programs from Members' pay in conformance with State, Federal and local regulations. The City shall promptly pay over to the designated payee all sums so dedicated.

## ~~3.01~~ 1.04 Association Dues, Initiation Fees and Credit Union Share Contribution

### 1.04.1 Dues and Initiation Fees

Upon receipt of written certification by the Association listing the Association employees that the City agrees to shall deduct initiation fees and dues from the wages of Members and to transmit these deductions to the Association's designated payee. The Association will maintain records of employee authorization for such deductions. The City shall only be entitled to a copy of an authorization in the event that the existence of an authorization is alleged by an Association member. The Association shall notify the City immediately in writing of any changes to the list of employees that deductions shall be taken.

### 1.04.2 Credit Union Share Contributions

City facilities may be made available upon timely application for use by Members. Application for such use shall be made to the management person under whose control the facility is placed.

#### 1.08 Job Contacts

Any authorized representative of the Association shall have the right to contact individual Members working within the Association in City facilities during business hours on matters within the scope of representation, providing prior arrangements have been made for each contact with the Chief of Police or the Chief's designated representative who shall grant permission for such contact if, in his judgment, it will not disrupt the business of the work unit involved or the Department.

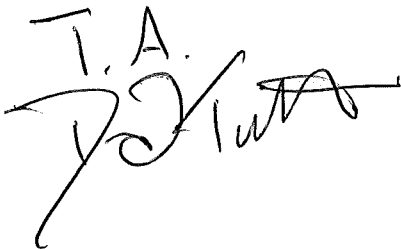
#### 1.09 Bargaining Committee

Members of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. No more than two (2) Members at a time may absent themselves from work for this purpose. Off-duty personnel participating in negotiations are not authorized compensation for this time. Members of Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions. Adequate levels of police protection shall be maintained at all times.

#### 1.10 Alternative Locations

When contact and bargaining on the work location is precluded by reason of confidentiality of records, work situations, health and safety of employees, the public, or disturbance to others, the Chief of Police or the Chief's representative shall have the right to make other arrangements for a contact location removed from the work area.

#### 3.00 CHECK-OFF

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## **City of Scotts Valley CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2018

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Taylor Bateman, Community Development Director

**APPROVED:** Jenny Haruyama, City Manager

**SUBJECT:** **SCOTTS VALLEY GENERAL PLAN UPDATE**

### **SUMMARY OF ISSUE**

In 2014, the City entered into a contract with Kimley-Horn & Associates to update the Scotts Valley General Plan (SVGP). This process began with an update to the City's 2014-2023 Housing Element, which was completed in 2016. Since that time, City staff and Kimley-Horn have been working on an update to the remaining elements of the General Plan. The update will identify the City's land use, circulation, environmental, economic, and social priorities as they relate to land use and development. More importantly, it provides a basis for local government decision-making and informs citizens, developers, and decision-makers of the ground rules that guide development within Scotts Valley.

### **PAST ACCOMPLISHMENTS:**

Significant progress has been made over the past two years, which includes the following:

#### **SVGP Fact Sheets**

Prepared four "Fact Sheets" summarizing relevant facts and background information used to inform the public about current conditions and trends in Scotts Valley.

#### **General Plan Advisory Committee (GPAC)**

Formed an eleven-member General Plan Advisory Committee (March 15, 2017) made up of council members, agency representatives and the public at-large. The GPAC provides policy guidance regarding the development of the General Plan and plays a critical role in developing an inclusive planning effort that ensures broad public participation.

### **SVGP Website**

Prepared a Scotts Valley General Plan project website which serves as a repository for all work products ([www.scottsvalleygeneralplan.com](http://www.scottsvalleygeneralplan.com)). The website provides 24-hour access to information about the SVGP. All materials developed as part of the GPU process are available on the site, along with a description of the update process and upcoming events. The site will be updated as necessary to reflect new materials and draft products for community review and sign-up on the SVGP email list to receive information regarding future meetings.

### **Envision Scotts Valley Community Workshop**

Conducted a community workshop on Saturday, June 3, 2107, at the Scotts Valley Community Center. It was facilitated by members of the GPAC, with support from City staff and Kimley-Horn & Associates. Utilizing an open-house format, more than 100 participants recorded over 200 comments organized according to five broad topics, namely; 1) Built Environment, 2) Natural Environment, 3) Mobility, 4) Community, and 5) Looking to the Future.

The results of the workshop were documented in the “Envision Scotts Valley Community Outreach Report” (September 2017), which is available on the SVGP web site.

### **SVGP Community Survey**

Conducted a web-based community survey to receive input from the broader community. The survey was comprised of 50 questions addressing a range of topics including land use and future development, aesthetics and urban design, mobility, parks and recreation, public services and community of life. Fifteen questions included an opportunity for narrative comments. Over 800 people responded to the survey. This survey and community workshop provides a baseline for developing the broad vision and the long-range goals and policies that will become the foundation of the GPU help to ensure a document that is truly “community-built.”

The results of the community survey were documented in the “Envision Scotts Valley Community Outreach Report” (September 2017), which is available on the SVGP web site.

### **SVGP Vision Statement and Guiding Principles**

Prepared a General Plan vision statement and guiding principles which establishes the foundation for the updated General Plan (see attached).

### **SVGP Draft Elements**

Prepared the following draft General Plan elements: 1) Economic Development; 2) Open Space & Conservation; 3) Community Services and Facilities; and, 4) Safety & Noise.

## **GPAC Meetings**

Held nine (9) GPAC meetings to review the various work products described above. In particular, the GPAC has reviewed and discussed in separate meetings, each of the four General Plan element prepared to date. Their comments and edits, along with oral and written comments received by the public, have been incorporated into the draft elements accordingly.

## **Traffic Count Data**

In October 2018, Kimley-Horn collected traffic counts for 27 intersections throughout the City. This data will provide a comprehensive assessment of the existing traffic conditions, particularly during the peak AM and PM conditions. This data will help to inform how potential future changes in land use may affect vehicular circulation and mobility in Scotts Valley.

## **NEXT STEPS**

Two elements remain to be drafted; namely Land Use and Mobility. These elements will be developed in tandem given the important relationship between the two. It is anticipated that these two elements will be reviewed in draft form by the GPAC over a series of 4-5 meetings during the first half of 2019.

Once the two remaining elements are completed and reviewed by the GPAC in draft form, a preferred future land use “build-out” plan will be identified. This will define the project description from which an environmental impact report (EIR) will be prepared to analyze potential impacts on various topics including; natural resources, public services and utilities, population and housing, and transportation and mobility.

Upon completion of the elements the EIR, the entire SVGP and Final EIR will be reviewed by the Planning Commission and subsequently by the City Council for formal consideration and adoption. This public review process is anticipated to occur in the second half of 2019.

## **FISCAL IMPACT**

There is no fiscal impact as this is an information only item.

## **STAFF RECOMMENDATION**

This is an information only item and no action is required.

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## **Vision Statement**

Surrounded by hillsides and forests, Scotts Valley is an energetic City that values a mix of natural and built environments. The residents and business owners benefit from a balanced mix of housing, employment, and commercial services, and foster community interaction that is the foundation of a family-oriented way of life.

## **Guiding Principles**

### **Community Identity & Connections**

- Preserve and enhance Scotts Valley's safe, small town character and natural wooded setting.
- Use high-quality design features and amenities through appropriate architecture, landscape, and streetscape designs that enhance the visual appearance of new development in public spaces, including parks and roadways.
- Encourage year-round community events and activities that facilitate interaction with neighbors and the broader community.
- Ensure that all neighborhoods enjoy access to community services and amenities.
- Promote Scotts Valley as a welcoming community that supports diverse backgrounds and ideas.

### **Natural Resources**

- Protect and enhance natural and scenic resources – including creeks and hillsides which enhance the city's character.
- Act as environmental stewards in the sustainable management of our natural resources and open space.
- Seek opportunities to advance the use of renewable resources and minimize impacts to air quality, noise, and greenhouse gas emissions.

### **Neighborhoods & Housing**

- Maintain the existing character of our residential neighborhoods.
- Support neighborhood improvements that foster identity and build stability, inclusiveness, and interaction.
- Maintain safe residential neighborhoods that minimize noise, provide adequate parking and discourage crosscut traffic.
- Encourage a broadly-based housing supply with a diverse housing stock that accommodates all ages, abilities, and economic needs.

**Mobility**

- Provide a balanced transportation system that accommodates the need of automobiles, transit, pedestrians, and bicycles.
- Pursue opportunities for pedestrian and bicycle networks that connect neighborhoods to schools and commercial uses throughout the City.
- Promote transportation options that are safe and convenient for all residents, including youth, seniors, and persons with disabilities.

**Growth**

- Pursue a balanced approach to future development that supports housing, employment, and commercial needs and services.
- Target future growth within existing commercial corridors of Scotts Valley Drive and Mount Hermon Road and away from residential neighborhoods.
- Foster a diverse local economy that supports local businesses, employs local residents, and maintains the fiscal health of the City.
- Support the development of the town center.
- Foster a healthy business community that provides a diverse mix of the goods and services.

