



AGENDA

Meeting of the
Scotts Valley City Council
REMOTE ACCESS ONLY
Date: August 18, 2021
Time: 6:00 pm

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Videoconference https://us02web.zoom.us/j/81076751524 <i>See information below for how to participate.</i>	The agenda was posted 8-13-21 at City Hall and on the Internet at www.scottsvalley.org .

PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION

Consistent with Executive Order No. N-29-20 issued by Governor Newsom on March 17, 2020, and the County of Santa Cruz Health Services Agency Shelter In Place Public Health Order dated March 31, 2020, this regular meeting of the City Council will be conducted through videoconference. Elected Officials and City Staff Members will be participating remotely via videoconference.

Public Participation:

The meeting will be available on Zoom and broadcast through Community Television of Santa Cruz on Channel 25 and via their website at the following link: <https://communitytv.org/watch/> (be sure to click on Channel 25). For those wishing to participate via Zoom you can join the following ways:

- Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. <https://us02web.zoom.us/j/81076751524>
- Or iPhone one-tap:
+16699009128,,88999122100# US (San Jose)
+12532158782,,88999122100# US (Tacoma)
- Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656
or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 810 7675 1524

You will be given opportunities to provide public comment at the appropriate times throughout the meeting via Zoom. If you are participating via dial-up only, use *9 to raise your hand at the requested time.

How to comment via Zoom:

1. At the appropriate times during the meeting for public comment, on items not on the agenda, and on specific agenda items, the Mayor will announce that public comment will be accepted. Our usual time limits of 3 minutes per individual, or 5 minutes for an individual who is representing a group of three or more, will apply. Please note that per our standard practice, this is not a question and answer time, but simply a time for you to provide your comments to the Council.
2. There is an option on Zoom to raise your hand. Please click on this option when the Mayor announces that public comment will be taken. Zoom places people in line automatically. If you are participating via dial-up, you can raise your hand at the appropriate time by pressing *9. When it is your turn, the City Clerk will unmute you, and you will be able to make your comments based on the above time frames. Once your time is up, you will once again be muted and the next person in line will be given their opportunity to speak.

How to comment via email:

1. Members of the public may provide public comment by sending comments to the City Clerk via email at cityhall@scottsvalley.org.
2. Additional materials and emails must be received by 5:30 pm the day of the meeting and will be distributed to agenda recipients prior to the meeting.
3. Emails received after 5:30 pm the day of the meeting will not be included in the record.

ELECTED OFFICIALS	CITY STAFF MEMBERS
Derek Timm, Mayor Jim Reed, Vice Mayor Jack Dilles, Council Member Randy Johnson, Council Member Donna Lind, Council Member	Tina Friend, City Manager Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Casey Estorga, Administrative Services Director Tracy Ferrara, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS

Notice regarding City Council Meetings:

The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 pm.

Agenda and Agenda Packet Materials:

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: <http://scottsvalley.org/AgendaCenter>. Due to COVID-19, City Hall is closed to the public therefore, the agenda is only available for viewing online.

Televised Meetings:

City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25 and are also available livestream on the Community TV website at the following link: <https://communitytv.org/watch/>

Zoom Meetings/Webinars:

For those wishing to participate via Zoom you can join from a PC, Mac, iPad, iPhone or Android device by entering or clicking on the following URL:

<https://us02web.zoom.us/j/81076751524>

CALL TO ORDER 6:00 PM

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Pledge of Allegiance lead by Boy Scout Henry Kim who is working toward his Citizenship in the Community merit badge.

ROLL CALL

SPECIAL SET MATTER(S)

- (1) Presentation of Mayor's Proclamation to Eagle Scout Leah Cawley, the first female in the Loma Prieta District of the Boy Scouts of America, Silicon Valley Monterey Bay Council, to pass her Eagle Scout Board of Review.

COMMITTEE REPORTS

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.

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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.

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

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 Special City Council Closed Session minutes of 7-1-21 and 8-4-21
- B. Approve check registers dated 7-29-21 and 8-6-21
- C. Approve the ratified terms for the FY 2021/22-2023/24 Memoranda of Understanding between the City and SEIU, authorize the City Manager to sign once finalized, and authorize the City Manager and the Administrative Services Director to take any administrative actions necessary to effectuate the terms and conditions of the agreements

- D. Approve the Amendment to Employment Agreement Between the City of Scotts Valley and Christina J. Friend and authorize the Mayor to sign the amendment to increase the City Manager's base salary to \$18,276.00 per month (Step 7)
- E. Approve Resolution 2001 appointing Brian Haddix as interim City Manager, effective September 7, 2021, and authorizing the Mayor to execute the temporary employment agreement contingent upon the successful completion of a background investigation, including Live Scan fingerprint analysis
- F. Approve Resolution No. 2002 unfreezing one Police Captain position by increasing the total number of authorized positions in the FY 2021-22 budget by 1.00 Full Time Equivalent (FTE)

ALTERATIONS TO REGULAR AGENDA

Council can remove or add items to the Regular Agenda.
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REGULAR AGENDA

Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.

- 1. Future 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.)

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.



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; Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000; or, from or to Speech-to-Speech, English & Spanish 1-800-854-7787), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

City of Scotts Valley

Mayor's Proclamation

LEAH CAWLEY ~ EAGLE COURT OF HONOR

- WHEREAS,** Leah Cawley has demonstrated outstanding citizenship and leadership ability in the greater Scotts Valley community through her actions, and Leah has received the rank and emblem of Eagle Scout, the highest honor a Scout can earn in Boy Scouts of America; and
- WHEREAS,** On February 3, 2021, at the age of 13, Leah Cawley, an 8th grader at Scotts Valley Middle School, successfully passed her Eagle Scout Board of Review. Leah is the first female in the Loma Prieta District of the Boy Scouts of America, Silicon Valley Monterey Bay Council to do so; and
- WHEREAS,** Originally joining Boy Scouts of America (BSA) on February 1, 2019, when BSA first opened its membership to girls, Leah was a founding member of BSA Troop 614 out of Scotts Valley. She started her journey to Eagle Scout by serving in leadership roles to include Assistant Senior Patrol Leader and Troop Guide with BSA Troop 614. Over the course of two years, Leah earned 27 merit badges, including all those required for Eagle Scout. Leah's favorite merit badge she obtained was the Oceanography Merit Badge, which she earned at Summer Camp at Camp Cherry Valley on Catalina Island; and
- WHEREAS,** Despite the many restrictions and challenges of COVID-19, Leah was determined to complete her Eagle Scout Project, which was to build a rainwater harvesting system at Vine Hill Elementary School, in order to provide a sustainable source of water for use at Vine Hill's Life Lab. The water harvested will help reduce the demand on the ground water supply, reduce water bills at Vine Hill, and prevent erosion and flooding. Additionally, it provides a means for the teachers at the Life Lab to show the benefits of rainwater harvesting to elementary school students; and
- WHEREAS,** Leah plans to attend college and eventually become a Marine Biologist. She also hopes to use her knowledge and experiences with Boy Scouts of America to help other girls achieve the rank of Eagle Scout.

NOW, THEREFORE, I, Derek Timm, Mayor of the City of Scotts Valley, on behalf of the entire City Council, do hereby recognize Leah Cawley's commitment to community leadership and commend her for her citizenship on the occasion of her Eagle Court of Honor. I also recognize and commend Leah for being the first female in the Loma Prieta District of the Boy Scouts of America, Silicon Valley Monterey Bay Council, to pass her Eagle Scout Board of Review.



Derek Timm, Mayor
Signed and sealed this 18th day of August 2021



MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: July 1, 2021

Time: 6:00 pm

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Videoconference	The agenda was posted 6-30-21 at City Hall and on the Internet at www.scottsvalley.org .

ROLL CALL	
ELECTED OFFICIALS PRESENT: Derek Timm, Mayor Jim Reed, Vice Mayor Jack Dilles, Council Member Randy Johnson, Council Member Donna Lind, Council Member	CITY STAFF MEMBERS PRESENT: Tina Friend, City Manager Kirsten Powell, City Attorney Casey Estorga, Administrative Services Director Steve Walpole, Chief of Police Tim Davis, Labor Negotiator

CALL TO ORDER	6:00 PM
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The City Council meeting was called to order at 6:00 pm on 7-1-2021.

CONVENE TO CLOSED SESSION

CLOSED SESSION SUBJECT(S)

The City Council convened to closed session at 6:02 pm to discuss the following items:

- (1) In accordance with Government Code Section 54957.6, the City Council met in closed session with their labor negotiator regarding employee negotiations with Service Employees International Union (SEIU), Mid-Management Group, Management/Confidential Group, Scotts Valley Police Bargaining Unit and Scotts Valley Police Supervisors Association.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:15 pm.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Timm announced that there was nothing to report.

ADJOURNMENT

The meeting adjourned at 7:15 pm.

Approved: _____
Derek Timm, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk



MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: August 4, 2021

Time: 6:45 pm

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Videoconference	The agenda was posted 7-30-21 at City Hall and on the Internet at www.scottsvally.org .

ROLL CALL	
ELECTED OFFICIALS PRESENT: Derek Timm, Mayor Jim Reed, Vice Mayor Jack Dilles, Council Member Randy Johnson, Council Member Donna Lind, Council Member	CITY STAFF MEMBERS PRESENT: Tina Friend, City Manager Kirsten Powell, City Attorney Casey Estorga, Administrative Services Director Labor Negotiator

CALL TO ORDER	6:45 PM
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The City Council meeting was called to order at 8:40 pm on 8-4-2021.

CONVENE TO CLOSED SESSION

CLOSED SESSION SUBJECT(S)

The City Council convened to closed session at 8:40 pm to discuss the following items:

- (1) In accordance with Government Code Section 54957.6, the City Council met in closed session with their labor negotiator regarding employee negotiations with Service Employees International Union (SEIU).
- (2) In accordance with Government Code Section 54961, the City Council met in closed session to confer with their legal counsel regarding a liability claim; Claimant: Elizabeth M. Caballero, Attorney for Shari Smith, Paige Smith and Lindsey Smith.
- (3) In accordance with Government Code Section 54957.6, the City Council met in closed session regarding public employment for the position of City Manager.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 9:45 pm.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Timm announced that there was nothing to report.

ADJOURNMENT

The meeting adjourned at 9:45 pm.

Approved: _____
Derek Timm, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

AGENDA ITEM B

DATE: 8-18-2021

SCOTTS VALLEY ACCOUNTS PAYABLE
07/29/2021 11:05:09 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.15 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 072921 COMMENT... 06/30/2021 A/P #5

DATA-JE-ID DATA COMMENT

W-07292021-316 06/30/2021 A/P #5

Run Instructions:

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

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000041 ACC BUSINESS	121997	07/29/21	1,219.38	
	003497 ALVAREZ INDUSTRIES, INC	121998	07/29/21	256.00	
	003894 BURKE, WILLIAMS & SORENS	121999	07/29/21	13,719.00	
	001659 CALIFORNIA BUILDING	122000	07/29/21	237.60	
	003562 CARPET ONE	122001	07/29/21	2,084.00	
	000037 CRYSTAL SPRINGS WATER CO	122002	07/29/21	32.40	
	000274 DEPT OF CONSERVATION	122003	07/29/21	590.90	
	001597 ENVIRONMENTAL INNOVATION	122004	07/29/21	330.00	
	001894 S.V. WATER DISTRICT - BU	122005	07/29/21	83.89	
	001825 SANTA CRUZ CO HEALTH SER	122006	07/29/21	1,800.00	
	000319 SCOTTS VALLEY CAR WASH	122007	07/29/21	234.80	
	000130 SCOTTS VALLEY FIRE DISTR	122008	07/29/21	1,035.88	
	003757 SWEDBERG ELECTRIC INC.	122009	07/29/21	2,805.00	
	GENERAL CHECKING ACCOUNT			24,428.85	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
07/29/2021 11:05:09
GL540R-V08.15 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				24,428.85

RECORDS PRINTED - 000015

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
07/29/2021 11:05:09
GL060S-V08.15 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	18,293.06
002	RECYCLING/ENVIRONMENTAL	2,130.00
005	SMIP	590.90
010	WASTEWATER OPERATIONS	2,427.29
011	TERTIARY TREATMENT PLANT	750.00
035	GREEN BUILDING FUNDING	237.60
TOTAL ALL FUNDS		24,428.85

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	24,428.85
TOTAL ALL BANKS		24,428.85

SCOTTS VALLEY ACCOUNTS PAYABLE
07/29/2021 14:07:18 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.15 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 72921 COMMENT... 07/29/2021

DATA-JE-ID DATA COMMENT

W-07292021-318 07/29/2021

Run Instructions:

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

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	001405 AFLAC-FLEX ONE	122010	07/29/21	1,563.20	
	000097 AT&T	122011	07/29/21	126.07	
	001822 BC LABORATORIES INC.	122012	07/29/21	288.00	
	001066 BEHAVIORAL HEALTH CARE I	122013	07/29/21	96.00	
	001593 BENEDICT DDS/NANETTE	122014	07/29/21	136.00	
	001566 BUSINESS WITH PLEASURE	122015	07/29/21	1,176.62	
	001546 CRAIG/ROBERT J	122016	07/29/21	875.00	
	003564 CREATIVE SECURITY COMPAN	122017	07/29/21	1,826.56	
	003374 CRIMINAL JUSTICE COUNCIL	122018	07/29/21	1,500.00	
	003248 EARTHWORKS	122019	07/29/21	4,411.00	
	004005 ESTORGA/CASEY	122020	07/29/21	181.70	
	000202 FEDERAL EXPRESS	122021	07/29/21	402.16	
	003253 FIRST ALARM	122022	07/29/21	405.00	
	003271 HOME DEPOT CREDIT SERVIC	122023	07/29/21	2,329.73	
	001841 IDEXX LABORATORIES, INC.	122024	07/29/21	3,161.26	
	001673 LINCOLN FINANCIAL GROUP	122025	07/29/21	1,187.91	
	003565 MANAGEMENT PARTNERS	122026	07/29/21	5,100.00	
	003516 RICE LAKE WEIGHING SYSTE	122027	07/29/21	149.60	
	001823 SANTA CRUZ CO ENVIRONMEN	122028	07/29/21	1,148.00	
	000128 SCARBOROUGH LUMBER	122029	07/29/21	3,982.19	
	003548 TORO PETROLEUM CORP	122030	07/29/21	9,814.33	
	000646 UNDERGROUND SERVICE ALER	122031	07/29/21	3,853.09	
	003195 UV DOCTOR LAMPS LLC	122032	07/29/21	4,998.00	
	000151 VISION SERVICE PLAN	122033	07/29/21	1,995.00	
	003991 WOWAK/PASCALE	122034	07/29/21	814.40	
	GENERAL CHECKING ACCOUNT			51,520.82	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				51,520.82

RECORDS PRINTED - 000097

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
07/29/2021 14:07:18
GL060S-V08.15 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	15,793.86
004	RECREATION	5,171.88
010	WASTEWATER OPERATIONS	15,532.66
011	TERTIARY TREATMENT PLANT	9,205.74
028	SENIOR CENTER	124.16
088	LIBRARY FACILITIES-MEAS "S"	4,411.00
112	DENTAL INS INTERNAL SERV	1,132.10
123	COMMUNITY FACILITY CENTER	149.42
TOTAL ALL FUNDS		51,520.82

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	51,520.82
TOTAL ALL BANKS		51,520.82

SCOTTS VALLEY ACCOUNTS PAYABLE
08/06/2021 11:31:12 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.15 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 080621 COMMENT... 06/30/2021 A/P #6

DATA-JE-ID DATA COMMENT

W-08062021-334 06/30/2021 A/P #6

Run Instructions:

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

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000041 ACC BUSINESS	122035	08/06/21	1,187.16	
	004013 ARTIFICIAL LAWNS DIRECT	122036	08/06/21	6,000.00	
	001822 BC LABORATORIES INC.	122037	08/06/21	310.00	
	001633 CAL-WEST LIGHTING & SIGN	122038	08/06/21	3,175.77	
	000191 EMPLOYMENT DEV. DEPT.	122039	08/06/21	1,456.83	
	000284 LOGAN & POWELL, LLP	122040	08/06/21	15,055.00	
	001560 TRITON CONSTRUCTION	122041	08/06/21	300.00	
	GENERAL CHECKING ACCOUNT			27,484.76	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
08/06/2021 11:31:12
GL540R-V08.15 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				27,484.76

RECORDS PRINTED - 000017

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
08/06/2021 11:31:12
GL060S-V08.15 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	20,874.76
010	WASTEWATER OPERATIONS	6,322.00
011	TERTIARY TREATMENT PLANT	288.00
TOTAL ALL FUNDS		27,484.76

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	27,484.76
TOTAL ALL BANKS		27,484.76

SCOTTS VALLEY ACCOUNTS PAYABLE
08/06/2021 13:48:02 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.15 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 8621 COMMENT... 08/06/2021 A/P

DATA-JE-ID DATA COMMENT

W-08062021-336 08/06/2021 A/P

Run Instructions:

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

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	001840 A TOOL SHED, INC.	122042	08/06/21	253.33
	003919 ACCO ENGINEERED SYSTEMS	122043	08/06/21	485.00
	003497 ALVAREZ INDUSTRIES, INC	122044	08/06/21	781.00
	.15807 AMAREL/OLIVIA	122045	08/06/21	200.00
	001009 ARD/KRISTIN	122046	08/06/21	50.00
	000097 AT&T	122047	08/06/21	504.01
	000614 BATTERIES + BULBS #314	122048	08/06/21	232.78
	001373 BAY TREE, LLC	122049	08/06/21	3,620.38
	004014 BAYSIDE GEOLOGY	122050	08/06/21	1,537.50
	001822 BC LABORATORIES INC.	122051	08/06/21	484.00
	001593 BENEDICT DDS/NANETTE	122052	08/06/21	332.40
	003170 BOGARD CONSTRUCTION INC	122053	08/06/21	3,250.00
	003936 BOYS & GIRLS CLUBS SC CO	122054	08/06/21	30,000.00
	003787 CARMEL AREA WASTEWATER D	122055	08/06/21	5,836.00
	003887 CHEUNG/ATHENA	122056	08/06/21	50.00
	.15808 CITY OF SAN JUAN BAUTIST	122057	08/06/21	30.89
	002091 COMCAST	122058	08/06/21	146.31
	003596 COPWARE, INC	122059	08/06/21	615.00
	003134 CRIME SCENE CLEANERS, INC	122060	08/06/21	150.00
	001896 D & G SANITATION	122061	08/06/21	2,625.27
	003990 DIBENEDETTO/GUNNAR	122062	08/06/21	50.00
	003752 DUPERON CORPORATION	122063	08/06/21	20,248.88
	003248 EARTHWORKS	122064	08/06/21	9,760.00
	000202 FEDERAL EXPRESS	122065	08/06/21	425.33
	.15809 FERGUSON ENTERPRISES LLC	122066	08/06/21	80.85
	000375 FIRST ALARM SECURITY & P	122067	08/06/21	777.00
	.15801 GERVAIS POLICE DEPT.	122068	08/06/21	500.00
	001881 GRAINGER	122069	08/06/21	112.71
	003706 GRANADOS/JUSTIN	122070	08/06/21	50.00
	003127 GRUNDY/LAURIE	122071	08/06/21	50.00
	000057 HACH COMPANY	122072	08/06/21	424.18
	003944 HEBARD/TYLER	122073	08/06/21	50.00
	003522 HOHMANN/VINCENT	122074	08/06/21	180.00
	003266 INTERGRITY AUTOMOTIVE	122075	08/06/21	1,751.17
	001903 JONES/KIMARIE	122076	08/06/21	50.00
	003993 JORDAN/ZACHARY	122077	08/06/21	50.00
	001660 KING/KATI	122078	08/06/21	50.00
	000066 KING'S PAINT & PAPER	122079	08/06/21	339.61
	003761 LEDGER/CHASE	122080	08/06/21	50.00
	000284 LOGAN & POWELL, LLP	122081	08/06/21	20,400.00
	003913 LONG/AMANDA	122082	08/06/21	76.21
	.15806 LORI CARBONE	122083	08/06/21	130.24
	003565 MANAGEMENT PARTNERS	122084	08/06/21	11,026.25
	001591 MARKELL/ROD	122085	08/06/21	1,974.00
	001815 MC GRATH/TRISH	122086	08/06/21	50.00
	.15804 MICHAEL DANIELS	122087	08/06/21	130.24
	003171 MICHALAK/GENE	122088	08/06/21	125.00
	000218 MID VALLEY SUPPLY	122089	08/06/21	367.17

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000083 MISSION UNIFORM SERVICE	122090	08/06/21	667.54	
	000494 MONTEREY BAY AIR	122091	08/06/21	5,642.40	
	000939 NATIONAL COMTEL NETWORK	122092	08/06/21	16.13	
	001872 NORTH CENTRAL LABORATORI	122093	08/06/21	266.57	
	001615 OLIN CORP-CHLOR ALKALI	122094	08/06/21	1,904.73	
	003989 OLSON/CODY	122095	08/06/21	50.00	
	003766 ORMONDE/ROBERT	122096	08/06/21	50.00	
	000101 PACIFIC GAS & ELECTRIC C	122097	08/06/21	45,205.95	
	.15803 PERRY'S SPORTING GOODS	122098	08/06/21	68.02	
	003152 PETERSON POWER SYSTEMS,	122099	08/06/21	1,434.99	
	001787 PETRINI'S GARDENING SERV	122100	08/06/21	125.00	
	001097 PRODESSE PROPERTY GROUP	122101	08/06/21	3,523.52	
	002015 PROFORCE LAW ENFORCEMENT	122102	08/06/21	6,760.71	
	003786 RENN/TIMOTHY	122103	08/06/21	145.00	
	000296 ROGERS AUTOMOTIVE	122104	08/06/21	1,824.16	
	000135 SAN LORENZO VALLEY WATER	122105	08/06/21	33.66	
	001825 SANTA CRUZ CO HEALTH SER	122106	08/06/21	504.00	
	003367 SANTA CRUZ LIVE SCAN, IN	122107	08/06/21	150.00	
	003085 SHRED-IT USA	122108	08/06/21	239.84	
	002065 SOTO/ART	122109	08/06/21	50.00	
	003783 STATE WATER RESOURCES CO	122110	08/06/21	3,500.00	
	000143 SUMMIT UNIFORMS	122111	08/06/21	26.25	
	003757 SWEDBERG ELECTRIC INC.	122112	08/06/21	3,755.00	
	003973 THOMAS/TYLER	122113	08/06/21	50.00	
	000153 THOMSON REUTERS-WEST	122114	08/06/21	355.92	
	003548 TORO PETROLEUM CORP	122115	08/06/21	3,771.47	
	003924 VIRTUAL PROJECT MANAGER	122116	08/06/21	1,000.00	
	.15805 WILL BRUNNER	122117	08/06/21	130.24	
	000154 WINCHESTER AUTO STORES	122118	08/06/21	18.65	
	GENERAL CHECKING ACCOUNT			201,732.46	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
08/06/2021 13:48:02
GL540R-V08.15 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				201,732.46

RECORDS PRINTED - 000113

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	52,806.68
004	RECREATION	37,768.10
010	WASTEWATER OPERATIONS	60,671.73
011	TERTIARY TREATMENT PLANT	3,115.10
012	WASTEWATER CAPITAL RESERVE	20,248.88
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.90
028	SENIOR CENTER	1,346.72
050	PINEWOOD EST LNDSCP MAINT DT	9.96
077	SKYPARK MAINT ASSESS DIST	1,569.88
088	LIBRARY FACILITIES-MEAS "S"	3,250.00
112	DENTAL INS INTERNAL SERV	477.40
123	COMMUNITY FACILITY CENTER	1,590.11
155	TRANSPORTATION FUNDS-MEAS D	9,760.00
TOTAL ALL FUNDS		201,732.46

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	201,732.46
TOTAL ALL BANKS		201,732.46

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: August 18, 2021

TO: Honorable Mayor and City Council

FROM: Casey Estorga, Administrative Services Director

APPROVED: Tina Friend, City Manager

SUBJECT: **APPROVAL OF RATIFIED TERMS FOR FY 2021/22 – 2023/24
MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF
SCOTTS VALLEY AND THE SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL 521**

SUMMARY OF ISSUE

During the past several months, the City of Scotts Valley (City) has been actively negotiating with the Service Employees International Union (SEIU) to reach an agreement on new contract terms and conditions for the Memorandum of Understanding (MOU) between the two parties. The existing agreement expired on June 30, 2021. The City and SEIU came to a tentative agreement for terms of the new MOU which has been ratified by SEIU membership.

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

Contract Term:

- Three-year agreement from July 1, 2021 – June 30, 2024

Compensation:

- Effective the first full pay period after Council approval of the MOU, the salary range for each classification in the unit will receive a **2.5%** salary increase.
 - Estimated to be effective the pay period starting August 21, 2021
- Effective the first full pay period after July 1, 2022, the salary range for each classification in the unit will receive a **4%** salary increase.
- Effective the first full pay period after July 1, 2023, the salary range for each classification in the unit will receive a **4%** salary increase.

Employee Medical Benefits:

- Beginning January 1, 2023, the City's monthly contributions to employee medical benefits will be placed into three tiers with maximum contribution limits based on an employee's enrollment level. Each tier will be subject to an annual increase of 3% for the life of the agreement. The tiers as of January 1, 2023 are as follows:

Enrollment Level	City Contribution
Employee Only	\$1,000.00
Employee +1	\$2,000.00
Employee + 2 or More	\$3,000.00

Members that elect coverage with a cost greater than the tiered maximums shall have the difference automatically deducted from their pay. Members that elect coverage with actual costs less than the tiered maximums shall have the difference contributed to the employee's deferred compensation account.

FISCAL IMPACT

It is estimated that the fiscal impact over the life of the 3-year agreements will total \$189,000 in additional General Fund costs. The estimated costs for year 1 of the agreement has been included in the FY 2021-22 Adopted Budget. Annual costs for year 2 and year 3 of this MOU will be included in the FY 2022-23 and FY 2023-24 budgets, respectively.

STAFF RECOMMENDATION

It is recommended that the City Council approve the ratified terms for the FY 2021/22-2023/24 Memoranda of Understanding between the City and SEIU and authorize the City Manager to sign once finalized.

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

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None.

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

DATE: August 18, 2021
TO: Honorable Mayor and City Council
FROM: Kirsten Powell, City Attorney
**SUBJECT: AMENDMENT TO EMPLOYMENT CONTRACT WITH CITY
MANAGER TINA FRIEND**

SUMMARY OF ISSUE

Pursuant to Section 3B of the Employment Agreement between the City and the City Manager, the City Council is to review the performance on the City Manager on or before December 31st of each calendar year. Following the evaluation, the City Council shall determine if an adjustment will be made in the Manager’s base compensation. The City Council began the performance evaluation process for the City Manager prior to December 31, 2020, and completed the evaluation on June 2, 2021. At that time, the City Council voted unanimously to increase the City Manager’s base salary to \$18,276.00 per month (Step 7). The base salary adjustment must be memorialized by an amendment to the Employment Agreement which may only be considered at a regular meeting of the City Council.

Due to the July recess and other staff commitments, the amendment formalizing the June 2, 2021, decision is before the City Council tonight. The adjustment will be effective retroactively to July 1, 2021.

FISCAL IMPACT

The fiscal impact to the General Fund will be approximately \$3,500.00, as the City Manager will be leaving the City on September 3, 2021.

STAFF RECOMMENDATION

It is recommended that the City Council approve the Amendment to Employment Agreement Between the City of Scotts Valley and Christina J. Friend and authorize the Mayor to sign the amendment.

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AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SCOTTS VALLEY AND CHRISTINA J. FRIEND FOR EMPLOYMENT AS CITY MANAGER

This Amendment to Agreement between the City of Scotts Valley and Christina J. Friend for Employment as City Manager ("Amendment") is made by and between the CITY OF SCOTTS VALLEY, a municipal corporation (hereinafter referred to as "City") and TINA FRIEND ("Manager").

RECITALS

A. The City and Manager entered into that certain Agreement Between the City of Scotts Valley and Christina J. Friend for Employment as City Manager on May 15, 2019 (the "Agreement").

B. Pursuant to Section 3B of the Agreement, the City Council shall review Manager's performance on or before December 31st of each calendar year and may adjust Manager's compensation during that process.

C. The City Council completed a review of Manager's performance on June 2, 2021, and determined that Manager should receive a base salary increase retroactively as of July 1, 2021.

D. Due to the summer recess and other staff commitments, the parties were unable to consider this Amendment in July.

E. The parties desire to amend the Agreement to reflect the increase and the PERS contribution.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, City and Manager agree as follows:

AGREEMENT

1. Section 2 of the Agreement is hereby amended to read as follows:

"2. Salary. Effective July 1, 2021, as compensation for the services to be performed for City, Manager shall receive a monthly base salary of \$18,276.00 (Step 7), payable in the manner customarily followed by the City with respect to payment of other full-time employees of the City."

2. Except as specifically provided in this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and the Amendment, the terms of the Amendment shall control.

IN WITNESS WHEREOF this Amendment is executed by the City and the Manager on the 18th day of August, 2021, at Scotts Valley, California.

“CITY”
CITY OF SCOTTS VALLEY

“MANAGER”
CHRISTINA FRIEND

By: Derek Timm, Mayor

By: Christina Friend
City Manager

ATTEST:

APPROVED AS TO FORM:

By: Tracy Ferrara
City Clerk

By: Kirsten Powell
City Attorney

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: August 18, 2021

TO: Honorable Mayor and City Council

FROM: Kirsten Powell, City Attorney

SUBJECT: APPOINTMENT OF INTERIM CITY MANAGER

SUMMARY OF ISSUE

On July 20, 2021, City Manager Tina Friend announced that she would be leaving the City. Her last day with the City will be September 3, 2021. The City also issued a Request for Proposals for recruiting firms to assist with the search for a permanent City Manager. The City received 3 proposals. A subcommittee of Mayor Timm and Council Member Lind reviewed the proposals and selected Bob Murray & Associates. The City entered into an agreement with Bob Murray & Associates for the recruitment of a permanent City Manager on August 13, 2021. It is expected to take approximately five (5) months to locate a new City Manager.

While the City is recruiting for a permanent City Manager, the City Council determined the need to hire an interim City Manager to perform the duties of the City Manager while recruitment for a permanent City Manager is underway. The City hired Management Partners to assist with the search for an interim City Manager. On July 29, 2021, the City Council interviewed three candidates for the interim position. At the conclusion of the interviews, the City Council offered the position to Brian Haddix for a limited term effective September 7, 2021.

Mr. Haddix possesses the experience, specialized skills, and training to fill the necessary interim City Manager role. Most recently, Mr. Haddix previously served as City Administrator for the City of Chowchilla from June 2015 until his retirement in March 2019 and the City Manager for the City of Sanger from October 2010-June 2015. A resume for Mr. Haddix is attached.

Government Code section 21221(h) permits the City to appoint a CalPERS retired annuitant to a vacant position on an interim basis during the recruitment to permanently fill the vacant position. Section 21221(h) requires that the appointment be made by the City Council to a position requiring specialized skills, be a one-time appointment, and that the employee does not exceed 960 hours worked in a fiscal year. Section 7522.56 imposes similar restrictions, consistent with Section 21221(h).

FISCAL IMPACT

Pursuant to Government Code section 21221(h), Mr. Haddix will be paid an hourly rate of \$106.00, which is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties, as listed on the City’s publicly available pay schedule. He will not receive any additional benefits, incentives, compensation in lieu of benefits, paid leave, or paid holidays unless required by state or federal law. Salary costs for the City Manager position are already included in the adopted budget and no additional funds are required.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution 2001 appointing Brian Haddix as interim City Manager, effective September 7, 2021, and authorizing the Mayor to execute the temporary employment agreement contingent upon the successful completion of a background investigation, including Live Scan fingerprint analysis.

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RESOLUTION NO. 2001

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING BRIAN HADDIX AS INTERIM CITY MANAGER AND APPROVING TEMPORARY EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SCOTTS VALLEY AND BRIAN HADDIX

WHEREAS, Government Code Section 21221(h) permits the City Council of the City of Scotts Valley ("City Council") to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of City Manager will become vacant as of September 3, 2021; and

WHEREAS, in order to retain efficient and uninterrupted operation and management, the City Council desires to appoint Brian Haddix as an interim appointment retired annuitant to the vacant position of City Manager for the City of Scotts Valley ("City") under Government Code Section 21221(h), effective September 7, 2021; and

WHEREAS, Brian Haddix ("Annuitant") has over 30 years of management experience, 20 years of which were with state and local governmental agencies, including Undersecretary at CalEPA, County Administrative Officer of Tulare and Butte Counties, and City Manager of Sanger and City Administrator of Chowchilla; and

WHEREAS, the City Council, the City of Scotts Valley and Mr. Haddix certify that Mr. Haddix has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Government Code Section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body authorized the search for a permanent appointment on August 13, 2021; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent replacement for the vacant position of City Manager for the City commences their employment, on March 7, 2022, or, if earlier, the date that this appointment is terminated by the City or Annuitant; and

WHEREAS, the entire employment agreement between Annuitant and the City has been reviewed by this body and is attached hereto as Exhibit A; and

WHEREAS, it is understood by the City and Annuitant that the combined total hours to be served by Annuitant in any fiscal year, for all CalPERS employers combined, shall not exceed the 960-hour limitation set forth in California Government Code Section 21221(h) and Section 7522.56(d); and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the City has a salary range for the position of City Manager which ranges from \$13,638.00 to \$18,276.00, such that the hourly rate ranges from \$79.00 to \$106.00; and

WHEREAS, the hourly rate to be paid to Annuitant will be \$106.00; and

WHEREAS, Annuitant has not and will not receive any other benefit, incentive compensation in lieu of benefit or any other form of compensation in addition to this hourly pay rate; and

WHEREAS, pursuant to Government Code Section 7522.56(e)(1), Annuitant must certify in writing to the City upon accepting an offer of employment that he has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to Section 7522.56 during the 12-month period preceding the effective date of this appointment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. Mr. Haddix has the specialized skills needed to perform the work required of the City Manager position on an interim basis until a permanent City Manager is appointed by the City Council and thereafter begins service.

Section 3. The Council hereby certifies the nature of the employment of Brian Haddix as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Interim City Manager for the City of Scotts Valley effective September 7, 2021, until the date immediately preceding the date on which the permanent replacement for the vacant position of City Manager commences their employment, unless earlier terminated, pursuant to the authority provided under Government Code Sections 21221(h) and 7522.56, because of the pending recruitment, selection and employment of a permanent City Manager.

Section 4. The employment agreement with Mr. Haddix, a copy of which is attached hereto as Exhibit A and will be maintained on file with the City Clerk, is approved by the City Council, contingent upon the successful completion of a background investigation, including Live Scan fingerprint analysis.

Section 5. The Mayor is authorized to execute said employment agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Mayor and City Attorney upon the successful completion of a background investigation, including Live Scan fingerprint analysis.

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 18th day of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Derek Timm, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

AGREEMENT FOR TEMPORARY EMPLOYMENT
Interim City Manager

THIS AGREEMENT FOR TEMPORARY EMPLOYMENT is between the City of Scotts Valley, a California municipal corporation ("City"), and Brian Haddix, an individual ("Employee") (collectively, the "Parties").

RECITALS

WHEREAS, the City will have a vacancy at the position of City Manager in September 2021, a regular position for which the City is conducting an active recruitment for a permanent appointment; and

WHEREAS, the City has a need for an employee to temporarily perform the position of City Manager, effective September 7, 2021, a position involving specialized skills and training and which is critically necessary to the on-going duties and functions of the City; and

WHEREAS, Employee is competent and qualified to perform the services required by this Agreement, and City wishes to have Employee perform the City Manager duties on an interim basis; and

WHEREAS, Employee's employment as Interim City Manager is authorized by Government Code section 21221(h), which permits the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement; and

WHEREAS, pursuant to action by the City Council during its regular meeting on August 18, 2021, Employee has been appointed on an interim basis to the vacant position of City Manager subject to the requirements of Government Code sections 7522.56 and 21221(h).

NOW, THEREFORE, the Parties do mutually agree as follows:

AGREEMENT

1. Appointment and Duties. Employee has been appointed as Interim City Manager by the City Council, and shall temporarily perform the functions of City Manager, a position involving highly-specialized and critically-needed skills. Such employment is "at will," subject to the terms of this Agreement, and Employee shall perform said duties at the pleasure of and under the direct supervision of the City Council. It is the intent of the parties that the Interim City Manager shall keep the City Council fully apprised of all significant ongoing operations of City. Toward that end, Employee shall report directly to the City Council and will periodically, or as maybe otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of City. It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of City's organization. Employee shall provide such other services as are customary and appropriate to the position of Interim City Manager, including assisting with the

City's recruitment for a full-time permanent City Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the Scotts Valley Municipal Code. Employee shall devote his best efforts and attention to the performance of these duties.

2. Term. This Agreement shall be effective on September 7, 2021 ("Effective Date"). This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent City Manager employed by City; (ii) upon termination of the Agreement by either Employee or City as provided in Section 6 of this Agreement; or (3) March 7, 2022.

3. Compensation and Work Schedule.

A. Rate of Pay. Employee shall be paid at the rate of \$106.00 per hour. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties as listed on the City's publicly-available pay schedule. Payments will be made on regularly scheduled City payroll dates, and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for Employee's services under this Agreement.

- B. Work Schedule and 960-hour Limitation.

- i. Employee is expected to devote necessary time, within and outside normal business hours, to the business of the City. Pursuant to Government Code Sections 21221(h) and Section 7522.56, however, Employee's performance of services as a retired annuitant, whether compensated or on a volunteer basis, shall not exceed 960 hours per fiscal year in all positions for all public employers that contract with CalPERS for retirement benefits. The City retains the right to designate, reduce, change, or amend the number of hours assigned to Employee consistent with the City's workload and other needs. If Employee's hours are approaching 960, then the City retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement. Employee will be responsible for keeping track of the number of hours worked on a time sheet form provided by the City and submitting them at least every two weeks.
- ii. Due to the nature of the position, it is understood that the work day and work week hours may vary, however Employee shall not work overtime (i.e. hours in excess of 40 per week) without specific authorization by the Mayor. It is expected that Employee will work on-site four days a week unless specifically authorized otherwise by the City Council.

- C. Compliance with CalPERS Requirements. It is the intent of the parties to

compensate Employee only to the extent permitted under Government Code Section 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS. The monthly base salary for the position of City Manager as listed on a publicly available pay schedule is Eighteen Thousand Two Hundred Seventy-Six Dollars (\$18,726.00). The Rate of Pay is calculated by taking the monthly base salary of Eighteen Thousand Two Hundred Seventy-Six Dollars (\$18,726.00) and dividing it by 173.333 to equal an hourly rate of One Hundred Six Dollars (\$106.00) rounded to the nearest dollar.

- D. Recordation and Reporting of Hours Worked. Employee will comply with all applicable CalPERS rules and regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to CalPERS as may be required. City shall assist in any such reporting obligation to CalPERS. Additionally, Employee shall keep City continually informed of any hours worked by Employee for other CalPERS Agencies during the term of this Agreement.

4. Employment Status and Benefits.

- A. Benefits. Other than the compensation described above in Section 3.A, Employee will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Employee understands and agrees that he is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.
- B. At-Will; No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that he acquires no property interest in his employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action except as otherwise provided by law.
- C. Employment of a Retiree. Employee understands that CalPERS retired annuitants may be employed by any CalPERS public agency employer, by temporary appointment to a position(s) not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business, or (2) because the retired employee has skills needed in performing work of limited duration. In the event Employee is providing services to any other CalPERS public agency employer during the term of this Agreement, Employee must notify the City of such employment

and disclose on a periodic basis (at a frequency determined by the City) the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.

5. Representation of Employee. Employee represents that he is properly trained and certified to perform the duties required of the interim City Manager position and this Agreement. Employee further represents that he has not worked any hours as a retired annuitant for a CalPERS employer in the current fiscal year (July 1, 2021 — June 30, 2022) and will immediately notify the City if he works any hours for another CalPERS employer. Consistent with current Government Code provisions, the City shall not provide any benefits, leave time or compensation in lieu of benefits. Employee represents that he has not received any unemployment insurance payments for prior retired annuitantwork for any CalPERS employer within twelve months of the effective date of this Agreement. Employee represents that more than 180 days have passed since his date of bona fide CalPERS retirement.
6. Termination.
 - A. Employee acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder and shall be subject to termination by the City Council at any time without advance notice and without cause as set forth in Section 4.B of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Employee and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from this position with City, provided Employee gives City 30-days' written notice of such resignation. Employee is not eligible for any severance payment or benefit relating to or arising out of the termination of this Agreement.
 - B. No Notice for Expiration. Nothing in this Section 6 shall be construed to require either party to give advance written notice in order for the Agreement to expire asset forth in Section 2.
 - C. Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.
7. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Santa Cruz County.
8. Enforceability. If any term, covenant, condition, or provision of this Agreement is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9. Conflict of Interest. Employee agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing by the City Council. Employee agrees to disclose whether he is performing work for any other CalPERS public agency employer as required by section 4.C. of this Agreement.
10. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the Parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the Parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties.
11. Support Services and Equipment. Employee shall be provided office space and the equipment needed to perform his duties and sufficient to fulfill obligations under this Agreement, as determined by the City Council, at no cost to Employee. In accordance with Government Code Section 21221(h), personal use of such equipment is not permitted.
12. Reimbursement for Expenses. City recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses, including without limitation reimbursement for Employee's use of his personal automobile for City related business which reimbursements shall be made in accordance with City policy, IRS regulations, and other applicable state or federal laws. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred by him in the performance of this Agreement.
13. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties by (1) email to the email addresses identified below, and (2) by hand- delivery or by mail at the following address, or at such other address as the respective Parties may provide in writing for this purpose, by deposit in the U.S. Mail, postage pre- paid, addressed as follows:

CITY:
City of Scott Valley
One Civic Center Drive
Scotts Valley, CA 95066
ATTN: Administrative
Services Director
cestorga@scottsvalley.org

EMPLOYEE:
Brian Haddix
(Contact Information
on file with City's
Finance Department)

14. Indemnification. In accordance with and subject to the limitations of the California Government Claims Act and California Labor Code, the City shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's services as interim City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of his employment as interim City Manager. The duty of defense shall include reimbursement of any out-of-pocket expenses incurred by Employee in connection with his service as a witness, party or other participant in litigation, whether such service occurs during or after the termination of Employment. Said duties of defense and indemnity shall survive the termination of employment under this Agreement.
15. No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
16. Assistance of Counsel. Each party to this Agreement warrants to the other party that the party has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.
17. Non-Assignment of Agreement. This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by Employee to any third party.
18. Bonding. The City shall bear the full cost of any fidelity or other bond required under any law or ordinance.

SIGNATURE PAGE FOLLOWS

EMPLOYEE:

Dated: _____

Brian Haddix

CITY:

Dated: _____

Derek Timm, Mayor

Approved as to Form:

Kirsten Powell, City Attorney

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: August 18, 2021

TO: Honorable Mayor and City Council

FROM: Casey Estorga, Administrative Services Director

SUBJECT: **TEMPORARY FUNDING OF ONE POLICE CAPTAIN POSITION
FOR FY 2021-2022**

SUMMARY OF ISSUE

In the adopted FY 2021-22 Budget and Police Department personnel complement, the vacant Police Captain position remained frozen and unbudgeted. The position was not expected to fill this fiscal year due to the unavailability of promotable staff. The focus of the Police Department in FY 2021-2022 was to attain full staffing in the Police Officer and Sergeant ranks. Moreover, the necessity of a permanent second Captain position was to be evaluated once staffing across the department was stabilized.

In the time since the FY 2021-22 Budget was adopted, the Police Department has seen an increase in the number of applicants, including lateral applicants from individuals already trained, certified and working in law enforcement. Importantly, the department has opportunities to bring on experienced lateral Sergeants, which is an area of substantial need.

To take advantage of the favorable hiring climate, staff recommends a temporary adjustment to the Police Department's personnel complement which would create an additional position and allow the department the flexibility to hire experienced, lateral personnel. This can be effected by temporarily unfreezing the vacant Police Captain position.

If approved, the Police Department staffing summary would increase the Captain position by 1.00 FTE, for a total of 2.00 FTE, and increase the department's total FTE by 1.00, for a new grand total of 29.00 FTE. This is summarized in the following chart:

POSITION	Actual FTE			Approved	Approved
	2017/18	2018/19	2019/20	2020/21	2021/22
Chief of Police	1.00	1.00	1.00	1.00	1.00
Captain	-	-	2.00	1.00	2.00
Lieutenant	2.00	2.00	-	-	-
Sergeant	5.00	5.00	5.00	5.00	5.00
Detective	1.00	1.00	2.00	2.00	2.00
Juvenile Officer	1.00	-	-	-	-
School Resource Officer	1.00	1.00	1.00	-	1.00
Patrol Officer	6.00	7.00	7.00	8.00	8.00
Traffic Officer	2.00	2.00	2.00	2.00	2.00
Admin Secretary III / Analyst	1.00	1.00	1.00	1.00	1.00

Services Supervisor / Project Manager	1.00	1.00	1.00	-	-
Services Supervisor	1.00	1.00	1.00	-	-
Emergency Dispatch Clerk II	2.00	2.00	2.00	2.00	2.00
Emergency Dispatch Clerk I	4.00	4.00	4.00	4.00	4.00
TOTAL FTE	27.00	27.00	28.00	27.00	29.00

Unfreezing the position will allow the Police Department to hire an individual into the role of Police Captain and facilitate cross-training as expeditiously as possible. This is especially important now because the City's existing Police Captain, currently the only individual in that capacity for the City, is planning to retire in the relatively near future. Cross-training that is provided from a veteran, well-respected supervisor with a wealth of institutional knowledge will not only be important to the success of the individual hired into the unfrozen Police Captain position, but also important to the overall success of the Police Department, its leadership team, and the entire City of Scotts Valley.

Unfreezing a Police Captain position, creating a total of 2.00 FTEs in that classification, is recommended as a short-term revision to the Police Department's staffing summary. At this time, staff understands the long-term leadership structure in the Police Department to sufficiently operate with a single Captain. Staff anticipates this short-term change to sunset after FY 2021-22 with the Police Department staffing summary returning to a single Captain structure early in the FY 2022-23.

FISCAL IMPACT

The fiscal impact of unfreezing the Police Captain position will result in FY 2021-22 costs estimated not to exceed \$145,000, which is the equivalent of 9 months of total compensation for a Police Captain at Step 7 of the existing salary schedule.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution No. 2002 unfreezing one Police Captain position by increasing the total number of authorized positions in the FY 2021-22 budget by 1.00 Full Time Equivalent (FTE).

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RESOLUTION NO. 2002

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
AUTHORIZING THE TEMPORARY FUNDING OF A POLICE CAPTAIN POSITON**

WHEREAS, a Police Captain position was frozen and unbudgeted when the FY 2021-22 Budget was adopted by the City Council; and

WHEREAS, the Police Department has since seen an increase in the number of highly trained and well-qualified applicants; and

WHEREAS, the Police Department has an opportunity take advantage of the favorable hiring climate and facilitate cross-training as expeditiously as possible; and

WHEREAS, City Council approval is needed to temporarily fund one additional Police Captain position.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Scotts Valley authorizes funding in FY 2021-22 to add one (1) Full Time Equivalent (FTE) position in the Police Captain classification.

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 18th day of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Derek Timm, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk