



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL AGENDA

Mayor Dave Potter, Council Members Jeff Baron,
Karen Ferlito, Bobby Richards, and Carrie Theis
Contact: 831.620.2000 www.ci.carmel.ca.us

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

REGULAR MEETING Tuesday, September 13, 2022

THIS MEETING IS VIA TELECONFERENCE AND IN-PERSON AT CITY HALL.
Governor Newsom's Executive Order N-29-20 has allowed local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body.

To that end, this meeting will be held via teleconference and in-person in the City Council Chambers at City Hall located on Monte Verde Street between Ocean and Seventh Avenue. To participate via teleconference click the following link to attend via Zoom (or copy and paste link in your browser): <https://ci-carmel-ca-us.zoom.us/j/83444584202> Meeting ID: 834 4458 4202 Passcode: 748692 Dial in: (253) 215-8782

To participate in this meeting in-person in the City Council Chambers, the public must show proof of vaccination (including virus booster) and wear a face covering at all times. Seating will be limited and available on a first come first served basis.

CALL TO ORDER AND ROLL CALL

CLOSED SESSION - 3:00 PM

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO
GOVERNMENT CODE SECTION 54957
Title: City Administrator**

OPEN SESSION 4:30 PM

OPEN SESSION

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

- A. Proclamation - Declaring September 2022 as Childhood Cancer Awareness Month in the**

- B. Receive a report on the status of the City Council's Strategic Priority Projects

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Matters not appearing on the agenda will not receive action at this meeting and may be referred to staff. Persons are not required to provide their names, and it is helpful for speakers to state their names so they may be identified in the minutes of the meeting.

ANNOUNCEMENTS

- A. City Administrator Announcements
- B. City Attorney Announcements
- C. Council Member Announcements

CONSENT AGENDA

Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Council, Board or Commission or the public may ask that any items be considered individually for purposes of Council, Board or Commission discussion and/ or for public comment. Unless that is done, one motion may be used to adopt all recommended actions.

1. August 1, 2022, Special Meeting Minutes, August 2, 2022, Regular Meeting Minutes, and August 29, 2022, Special Meeting Minutes
2. July 2022 Check Register Summary
3. July 2022 Monthly Reports
4. Resolution 2022-074 of the City Council of the City Of Carmel-by-the-Sea Proclaiming the Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)
5. Resolution 2022-075 authorizing the City Administrator to execute a Professional Services Agreement with 4Leaf, Inc. for Project Management Services, for a not-to-exceed fee of \$197,780, for delivery of four Capital Improvement Projects
6. Resolution 2022-076, authorizing the City Administrator to execute a Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed fee of \$71,647, to provide Stormwater Program Vector Truck Services
7. Resolution 2022-077 rescinding Resolution 2020-056 and re-establishing the list of designated classifications and the disclosure categories of the City's Conflict of Interest Code
8. Resolution 2022-078 authorizing the City Administrator to execute an agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2022 to June 30, 2023 in an amount not to exceed \$210,010
9. Adopt Resolution 2022-079 authorizing the City Administrator to execute Amendment No. 2 to a Professional Services Agreement with Municipal Resource Group, LLC for a not-to-exceed amount of Forty-Six Thousand and Fifty Dollars (\$46,050.00) and modify the scope of work, therein, by requiring additional services.

10. Adopt Resolution 2022-080 authorizing the City Administrator to modify the job description for Police Officer
11. Approve Resolution No. 2022-081 to designate 2022 Holiday Closure from December 27 – December 30, 2022

ORDERS OF BUSINESS

Orders of Business are agenda items that require City Council, Board or Commission discussion, debate, direction to staff, and/or action.

12. Adopt Resolution 2022-082 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea General Employees Unit, effective July 1, 2022.
13. Adopt Resolution 2022-083 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea Management Employees Unit, effective July 1, 2022
14. Adopt Resolution 2022-084 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel-by-the-Sea Police Officers Association, effective July 1, 2022
15. Resolution 2022-085 ratifying appointments to the Forest and Beach Commission and the Historic Resources Board
16. Receive a report and provide direction on the City's Beach Fire Management Pilot Program

FUTURE AGENDA ITEMS

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, outside the Park Branch Library, NE corner of Mission Street and 6th Avenue, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda, received after the posting of the agenda will be available for public review at City Hall located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL
PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
DECLARING SEPTEMBER 2022 AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF CARMEL-
BY-THE-SEA

WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, one in 190 children in our community will be diagnosed with cancer; and

WHEREAS, cancer remains the leading cause of death by disease among children - more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, during the ongoing COVID-19 crisis Jacob's Heart has been keeping medically fragile children and families housed, fed and emotionally supported by steadfastly adhering to the following commitments: 1) Parents of children with cancer and other serious illnesses will be relieved of financial fears and be able to focus attention on their children; 2) No child undergoing intensive treatment in our community will be homeless; 3) Families of seriously ill children will not experience food insecurity during and after the pandemic; and 4) No seriously ill child in our community will ever miss a medical appointment because of lack of transportation; and

WHEREAS, Jacob's Heart holds the memories and honors the legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 24 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in Carmel-by-the-Sea; and

WHEREAS, it is important for all Carmel-by-the-Sea residents to recognize the impact of pediatric cancer on families within our community and honor the lives of children in our community whose lives have been cut short by cancer.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Dave Potter, Mayor of the City of Carmel-by-the-Sea, on behalf of the City Council and the citizens of Carmel hereby declare September, 2022 as Childhood Cancer Awareness Month in the City of Carmel-by-the-Sea, do hereby honor Jacob's Heart Children's Cancer Support Services for outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month.

David Potter, Mayor



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 13, 2022
EXTRAORDINARY BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brandon Swanson, Community Planning & Building Director

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive a report on the status of the City Council's Strategic Priority Projects

RECOMMENDATION:

Receive a report on the status of the City Council's Strategic Priority Projects.

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY:

This report is intended to briefly explain the evolution of Council's strategic priority project list and provide a snapshot update for each item on that list. Included as attachments to this report are the full tracking list of all thirty (30) priority projects (**Attachment 1**) and the sub-list of sixteen (16) "top priorities" that were selected at the Council's most recent retreat (**Attachment 2**). The full tracking list of 30 projects includes month-by-month updates for each item, and is intended to be a companion to this report, providing council with a complete picture of the strategic priorities. The list of Council's 16 top priority projects only shows the project title, but reports both the current percentage of project completion and the percentage reported in March for comparison.

Note: Due to the amount of information in some attachments, the size of the font may appear small and difficult to read. Larger format copies can be requested for pickup from the Community Planning and Building Department.

BACKGROUND / SUMMARY:

On October 12, 2021, the City Council held a public workshop at Sunset Center to discuss roughly 60 different projects associated with the Council's adopted Strategic Initiatives. Recognizing that staffing resources are finite, the purpose of this meeting was to provide direction for prioritizing efforts to complete these projects. Following a hearty and productive discussion, the Council reduced the list of priority projects to a total of 30.

On March 10, 2022 Council held another public workshop. Department heads presented and discussed each item on the full priority list of 30 projects. Following these detailed discussions, and in consideration of available staff resources, Council opted to elevate sixteen (16) projects as the highest priority, and

directed staff to focus their efforts on these projects before working on any of the remaining projects on the larger list of 30. Council's concept behind this top priorities list, was that as projects were completed, and resources became available, another project from the larger list of 30 would move up to the top priority list.

The following list provides a brief update on each project contained in the tracking list of 30 strategic priority projects (Attachment 1). The numbers correlate directly to the project's number on the tracking list for easy reference. As directed at the last Council meeting, items that have been completed have been moved off of the larger tracking list, and placed in a separate worksheet. These completed items appear at the bottom of this list with their own unique numbers that refer to the "Completed Projects" worksheet.

Items in **BOLD** are those which were placed on the list of 16 "top priority" projects created by Council in March.

Projects in Process

1. Explore parking management program (30% Complete)

- July - City retains consultant (Brian Uhler) to assist with analysis and data gathering
- Regional data gathering in process
- October - Anticipate report to City Council before beginning community meetings

2. Update purchasing ordinance (10% Complete)

- Currently working to fill two (2) vacant finance team positions
- October – will begin purchasing limit comparison of other local agencies

3. Plan for natural areas, reduce fire risk (20% Complete)

- June 2022 - Monterey Fire Department began the annual Defensible Space Inspection Program for all Carmel properties
- FY 2022/23 budget includes allocation for fire fuel reduction (can be used in MTNP)
- Fire risk reduction strategies included in the Climate Adaptation Plan
- Fire Department operating budget includes \$20k for Wildfire Risk Assessment
- November 2022 - Award Public Works contracts for tree care services to minimize dead growth and fire fuel (can also be used in MTNP)

4. Review opportunities for enhanced fire/ambulance service (50% Complete)

- September/Oct – Reviewing salary analysis and finalizing draft agreement
- Nov/Dec – Present to Carmel and Monterey City Councils

5. Develop forest management plan and update tree ordinance (25% Complete)

- May 2022 - Council accepts \$150k Cal Fire Grant for Forest Management Plan
- August 2022 – Council awards Professional Services Agreement with Davey Resources Group to provide the Forest Management Plan
- Fall 2022 - Davey will focus on City-wide tree inventory and technical reports
- October 2022 - Begin first phase of planting 108 trees

6. Update zoning code & design guidelines (45% Complete)

- Analysis of June Community Workshop findings complete
- "Strategy Paper" outlining project direction in process with Steering Committee
- October – Will hold Community Workshop, present to Council and Planning Commission

7. ADU ordinance (45% Complete)

- Staff and City Attorney currently working on first draft
- Oct/Nov – Draft ordinance to Planning Commission for review and recommendation
- December – Targeting first reading of ordinance at City Council

8. Wireless ordinance (45% Complete)

- First draft of ordinance(s) complete
- September – Planning Commission workshop to review and provide comments

9. Filling vacancies (90% Complete)

- 31.0 positions filled to date
- Recruitments and interviews are ongoing

10. Pandemic recovery (90% Complete)

- Continued hybrid City Council meetings w/ the assistance of PD to screen attendees
- Working with other boards and commissions to transition back to in-person with hybrid meetings opportunity

11. Stormwater ordinance update (75% Complete)

- June 2022 - Completed draft updates to CMC Sections 17.42 and 17.43. Drafts include major revisions
- City Attorney's office reviews and makes additional modifications to the draft ordinances to clarify requirements and comply with State mandates
- September 2022 - Final draft ordinances submitted to Regional Water Quality Control Board and Coastal Commission for review
- Nov/Dec 2022 – Targeting presenting draft ordinances to Planning Commission and hold First Reading/Public Hearing at City Council meeting

12. Volunteer group oversight (35% Complete)

- July 2022, Administrative Analyst begins, focusing on forestry office operations and begins attending Carmel Cares progress meetings
- September 2022 - Analyst begins consolidating all volunteer support groups and other local organization information and creates webpage as “one stop shop” for volunteer groups
- October 2022 - Analyst takes lead role in coordination and facilitation with Carmel Cares

13. Review/reformulate approach to reserves/update financial policies (15% Complete)

- Currently working to fill two (2) vacant finance team positions
- October – will finalize project objectives after results from annual audit

14. Explore outdoor dining program (25% Complete)

- Information from Ad-hoc committee and community survey compiled in Community Planning and Building
- Project on hold until other priority projects are complete and staff resources are freed up

15. Increase beautification efforts (30% Complete)

- 2021-2022 ongoing - With Public Works oversight, Carmel Cares continues with beautification efforts along the Scenic Pathway, Devendorf and Vista Lobos Parks, grounds around Children's Library and Sunset Center, and in numerous median islands across the Village
- August 2022 - Forest and Beach Commission approve Carmel Cares proposed landscaping plan for Forest Theater
- Fall 2022, Public Works staff resumes striping, irrigation, planting, and mulching work on Ocean Ave. median islands
- October 2022 - Anticipate Council award of landscape maintenance services contracts

16. Review barriers to affordable housing (30% Complete)

- June - ECO Northwest selected as consultant to support effort
- July/Aug – Site visits and analysis with consultant to begin drafting feasibility study; 50% deliverable received
- September – Final draft feasibility study due from consultant
- October/Nov – Target presentation to City Council

17. Explore street addresses (0% Complete)

- July - Project assigned to Admin. Analyst
- September – Target analyst beginning work in coordination with Community Planning and Building and outreach to USPS regarding scope of project

18. Develop a facilities master plan (45% Complete)

- CIP projects/programs proposed and approved with the FY 2022/23 budget included: Police Building Additional Renovations, Facilities Condition Assessments (4 bldgs.), 9 Facility Renovation Projects, 2 Resiliency projects, and Libraries Master Plan
- August 2022 - Professional Services Agreement awarded to Ausonio, Inc. for project management services for 9 facility renovation projects for Sunset Center, cottages, City Hall, Harrison Memorial Library, Vista Lobos, and Fire Station
- September 2022 – Anticipate Professional Services Agreement awarded to 4 Leaf for project management services for the Police Building Renovation Additional Scope and 2 resiliency projects

19. Underground utilities rule 20A (10% Complete)

- May 2022 - Received Statements of Qualifications from surveying consultants to provide underground utility surveying and right-of-way engineering plans
- September 2022 - Resume work on White Paper outlining the Rule 20A funding and program implementation, and review potential qualifying corridors in Very High Fire Hazard Zone
- November 2022 - Present White Paper to Council, and seek feedback on proceeding with the establishment of an Underground Assessment District

20. Explore reinstatement of design review board (45% Complete)

- Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, the structure and involvement of a Design Review Board in the design review process is now being considered as part of overall DT1.5 project. This will follow the same timeline as the DT1.5 Project

21. Explore redevelopment of Sunset Center North Lot (0% Complete)

- Not started yet. On hold until other higher priority projects are completed and staff resources are freed up

22. Opportunities for Flanders Mansion (0% Complete)

- Not started yet. On hold until other higher priority projects are completed and staff resources are freed up

23. Opportunities for Scout House (25% Complete)

- March – Council makes this project a top priority due to high level of interest from potential partners
- September – Anticipate request for proposals released

24. Develop and implement social media plan (10% Complete)

- June - New City Clerk starts
- Currently researching social media policies adopted by neighboring Cities
- Example policies have been obtained to use as a reference point for developing a policy specific to Carmel

Completed Projects

1. Develop a multi-pronged financial strategy to address pension liability
2. Restructure peninsula messenger service for at-home letter delivery
3. Develop organics/recycling ordinance
- 4. Prepare climate action/climate adaptation plan**
- 5. Forest theater facilities manager**
- 6. Review and update sign ordinance**

FISCAL IMPACT:

Staff time associated with tracking and reporting these projects is covered in the adopted FY 2022-2023 operating budget. Project specific fiscal impacts will be included as part of any actions related to those projects when considered by Council on a future agenda.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1 - Tracking List of all 30 Priority Projects

Attachment 2 - Top 16 Priority Projects

City Council Strategic Priorities - Currently In Process

- Denotes Item is on Council "Top 16" Priority List

Attachment 1

	Description of Project	Regulatory	Current Status	Percentage	Responsible	2021 Status	January Status	February Status/Forecast	March Status/Forecast	April Status/Forecast	May Status/Forecast	June Status/Forecast	July Status/Forecast	August Status/Forecast	September Status/Forecast	October Status/Forecast	November Status/Forecast	December Status/Forecast
1	Explore Parking Management Program	No	In Progress	30%	PD/CPB	Staff research complete with various consultants; T2 selected to implement PD citation management system	Project on pause due to competing and higher priority items such as appeals and recruitments	Project on pause due to competing and higher priority items such as appeals and recruitments	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Community engagement / education meetings		Completed review of parking goals, concepts, and concerns with Mayor and all City Council Members	Data gathering (mostly from Pacific Grove and Monterey) to help with regional comparisons.	Data gathering (mostly from Pacific Grove and Monterey) to help with regional comparisons.	Consolidation of regional data, parking concepts, community outreach plan, and "next steps" to be provided to the City Administrator. This material will be used to prepare an update to the City Council (during October CC meeting)	Update at City Council Meeting		
2	Update Purchasing Ordinance	No	In Progress	10%	Finance	Current ordinance reviewed and sections for revisions identified. Research on comparable cities completed.			Working with T2 to develop draft program to share with community for feedback; T2 completes draft program/plan					New Finance Manager has begun analyzing current financial practices. Steps will be taken to define the scope of the project with the Assistant City Administrator.	Finance has two vacant positions. Finance Manager will be focusing on the preparation for the annual financial audit.	A purchasing limit comparison chart of other local agencies will be completed.		
3	Develop a plan to ensure that the City's natural areas, as well as private property, are properly maintained to reduce fire risk	No	In Progress	20%	Fire/ PW	Part of contract discussions with Monterey Fire	Draft and negotiate adding provision to contract w/ Monterey Fire	Completed Request for Quote to include fire prevention elements. Submitted to Monterey Fire Officials. Meeting with Monterey Fire completed and a counter proposal relative to fire prevention is expected.	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Springtime forestry field operations include dead tree removals, weed whacking, pruning, clearing pathways, etc. On an ongoing basis, Friends of MTNP sponsor Weedeas program, Carmel Cares and PW oversee Median Minders, and Garden Club and other volunteers pull weeds and remove debris.	Monterey Fire announces annual Defensible Space Inspection program for all Carmel properties starting in June.	Adopted FY 2022/23 Budget includes \$20k for Wildfire Risk Assessment in Fire Dept. Budget. Answers to Budget Question 24 and 26 included: \$465k allocated for dead tree removal, pruning, mowing, and fire fuel reduction, fire risk reduction strategies in the Climate Adaptation Plan, and proposed Manager of Natural Resources position to bolster resources to manage the program.	Bid documents drafted for 3-year landscape maintenance contract work, which includes fire fuel reduction. Program was canceled for past 2 years due to Covid.	Council awards Agreement with Davey Resources Group for Urban Forest Management Plan. See separate Priority #6 below. Advertise for bids for landscape maintenance contract.	Prepare bid documents for on-call tree care contractors. Open bids for landscape maintenance contract.	Award contract for landscape maintenance. Open bids for on-call tree care contractors.	Award contract for on-call tree care contractor.	
4	Review opportunities for enhanced fire/ambulance service	No	In Progress	50%	PD	City Council provided direction to pursue further contract negotiations	Conducted planning meeting with 2 bargaining units and both the Carmel/Monterey Chiefs.	Request for Quote submitted to Monterey Fire department for Fire Services. Worked on developing Scope of Work for future contract relating to Ambulance Services	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Request for Quote submitted to Monterey	Monterey evaluating and preparing response	Quote overdue-Monterey explained a change in personnel resulted in delay.	Quote still pending. Internal analysis of pay differences and policy implications underway. Meeting with Monterey County EMS officials completed (to ensure protection of 201 rights).	Pay differences analysis nearly complete. Quote from Monterey is expected in August. Meeting with contracted ambulance provided (AMR) is being arranged (to fully understand obligations and practices for mutual aid and ambulance)	Review of quote from Monterey, internal discussions with CFAA (review of pay analysis), and continuing negotiations with Monterey (to work forward toward developing an agreement document).	Complete agreement document for ambulance consolidation (staff and legal).	Completed agreement documents to be presented to Monterey and CBS City Councils.	Prepare for final transition (target completion date of Monday, January 1).
5	Develop Forest Management Plan (FMP) and Update Tree Ordinance	No	In Progress	25%	PW	Draft tree ordinance received from City Attorney with significant editing. Council approved submittal of \$171k CalFire grant application. Grant award anticipated for March.	Coordinate Tree Ordinance update with the Forest Management Plan process. Review of draft ordinance and scope of FMP reveals potential redo of Ordinance post FMP.	Received Cal Fire Grant. Work on plan pending receipt of grant award, anticipated for March.	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Issued request for Statements of Qualifications for consultants to provide a variety of professional services, including to prepare the FMP.	Council accepted \$150k Cal Fire Grant. Statements of Qualifications received from consultants on May 26th.	Committee selects Davey Resources Group to prepare the FMP. Prepare terms of a Professional Services Agreement.	Negotiate final terms of Agreement with Davey Group. Prepare package for Council.	Council awards Professional Services Agreement to Davey Resources Group. Duration estimated at 18 months. Kickoff meeting initiates the process.	Davey begins city-wide tree inventory. Background review, design guide, and GIS land use mapping.	Davey continues city-wide tree inventory, completes the design guide. Begins operational assessment. First phase of planting 108 new trees as part of the Cal Fire Grant begins.	Davey completes city-wide tree inventory and GIS land use mapping. Begins tree canopy analysis and priority planting plan.	Prepare for stakeholder interviews, community meeting, and survey.
6	Update Zoning Code and Design Guidelines (Residential & Commercial)	No	In Progress	45%	CPB	Working with Winter & Assoc. on proposal for contract support.	Work with Winter & Assoc. on project scope and overall approach for amendments	Contract reviewed by City Council; Direction given to expand scope	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Consultant site visit, Begin public outreach and first round of meetings (Staff Kickoff, Steering committee, Community, PC, CC, etc.)	Consultant site visit to assess existing conditions, developing computer models, meetings with staff and steering committee	2-Day Community Workshop at Sunset Center; Steering Committee Meetings ongoing	Analysis of workshop findings and drafting "Strategy Paper" for next Community Workshop; Online Survey conducted w/ 300+ responses; Steering Committee meetings ongoing	Finalized consultant draft of "Strategy Paper" and reviewing with Steering Committee; Steering Committee meetings ongoing and opened to the public	Final draft of Strategy Paper completed; Exercised designed for October community workshop; Steering Committee meetings ongoing	Community Meeting, October 3rd, to review Strategy Paper and overall project direction; Present findings to City Council and Planning Commission; Revise direction as needed; Steering Committee meetings ongoing	Begin drafting updates to Design Guidelines and Zoning Code based on final version of Strategy Paper; Steering Committee meetings ongoing	
7	Develop Accessory Dwelling Unit (ADU) Ordinance	Yes	In Progress	45%	CPB			Drafted map and legend showing 5-year history of ADU permits in CBTS	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Added to priority list, will begin work in August				Staff begins drafting ADU ordinance in cooperation with City Attorney's office.	First draft ordinance complete, ready to take to PC for workshop/recommendation	Planning Commission workshop to review first draft of ADU ordinance	Second planning Commission review of ADU ordinance and recommendation to City Council	City Council 1st Reading
8	Develop Telecommunication Ordinance consistent with federal law	Yes	In Progress	60%	CPB			Community outreach and engagement; joint workshop of PC and CC conducted 2/28 to get early feedback from community and direction; Staff and attorneys to begin drafting ordinance framework	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT			Planning Commission workshop to receive direction specific to location and aesthetic considerations related to the wireless ordinance update	Work with City's Telecom Attorneys to begin draft ordinances	Work with City's Telecom Attorneys to finalize draft ordinances	Planning Commission workshop to review first draft of wireless ordinance package	Second planning Commission review of wireless ordinances and recommendation to City Council	City Council 1st Reading	City Council 2nd reading
9	Filling vacant positions (12)	No	In Progress	90%	City Admin.	Ten (10) positions filled to date; Contract HR support brought on to help with processing	Recruitments/Interview ongoing	Recruitments/Interview ongoing	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Recruitments/Interview ongoing	Recruitments/Interview ongoing	Recruitments/Interview ongoing	Recruitments / Interviews ongoing	11.0 positions filled to date. Recruitments / Interviews ongoing.				
10	Pandemic recovery (reopening, reporting, etc.)	No	In Progress	90%	City Admin.	Explored larger venues (Sunset Center, Women's Club) - determined not viable	Working with local volunteer groups to set up plan to support in-person meeting in City Hall	In-person meetings begin. Volunteers to check vaccination, masks, etc.	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	In-person Council meeting conducted with the help of CERT to screen attendees	In-person Council meeting conducted with the help of CERT to screen attendees	In-person Council meeting conducted with the help of CERT to screen attendees	In-person Council meeting conducted with the help of CERT to screen attendees	Hybrid City Council meetings that include in-person Council meeting conducted w/ the assistance of PD to screen attendees.	Hybrid City Council meetings that include in-person Council meeting conducted w/ the assistance of PD to screen attendees.			
11	Stormwater Ordinance update	Yes	In Progress	75%	PW	Hired on-call environmental consultant, Dudek, with expertise in Stormwater regulations.	Review proposal from Dudek for ordinance development, including review of nearby agency ordinances.	Begin work with Dudek to develop draft ordinance.	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Ordinance revisions made. Second draft Ordinance submitted for City review.	Draft Ordinance revisions made.	Begin Public Outreach in conjunction with Design Guidelines Update. Third draft ordinance submitted and reviewed. Dudek's work considered complete. Draft Ordinance sent to City Attorney's Office for review.	Worked with City Attorney's office for numerous additional edits to clarify requirements and comply with State mandates.	Final draft Ordinance finishing up with City Attorney's office.	Submit draft Ordinance to Regional Water Quality Control Board and Coastal Commission for review.	Await review comments.	Incorporate comments from RWQCB and Coastal Commission, if any. Present to Planning Commission.	If ready, present to Council for Public Hearing/First Reading.
12	Volunteer Groups Oversight	No	In Progress	35%	PW	Limited oversight of Carmel Cares in progress by PW Director and PW Managers as time permits. Proper level of oversight and collaboration on hold until spring. Anticipated assignment for new Analyst hire.		Streamlined the encroachment permitting process with Carmel Cares, Planning & Building Department, and Public Works.	While the current approach focuses on the arrival of the Admin Analyst being recruited, we suggest some thought be given to creating a future Project Manager/Volunteer Coordinator position to manage this growing effort. The AA position is going to be consumed with current internal analyst needs, and a more robust position may be able to maximize the potential contributions of all volunteer groups to the City. There is enough volunteer group potential to consume a full time position.	Recruit for Administrative Analyst. Carmel Cares add another group, "Tag Team" focusing on removal of graffiti and stickers placed on public and private property.	In preparation for the FY 2022/23 budget, PW reviewed the various volunteer group oversight requirements and will continue as has been past practice until this work can be consolidated by an Analyst. Environmental Programs Manager to continue to oversee Friends of Mission Trails Nature Preserve and volunteers associated with North Dunes Habitat Restoration. City Forester to continue to oversee Friends of Carmel Forest, Garden Club, and Friends of Lester Rowntree Native Plant Garden. Public Works Director to continue to	PW Administrative Analyst begins 7/1, focusing on organizing Forestry work flow, and starts attending Carmel Cares status meetings.	Analyst meets one on one with Carmel Cares, and begins to develop game plan to oversee Carmel Cares first, and branch out into serving as a general clearinghouse for all volunteer organizations in Carmel - both serving the City as well as volunteers who may help other non-profit/charitable organizations in the City.	Analyst continues development of Game Plan. Game Plan includes new volunteer packet and tracking spreadsheet. Begin making contact with potential volunteer organizations indirectly serving the citizens of Carmel.	Analyst takes over as primary point of contact with Carmel Cares supported by Public Works Director.	Analyst continues as primary point of contact with Carmel Cares supported by Public Works Director, and continues serving as point of contact with Friends of Carmel Forest and Garden Club.	Analyst continues as primary point of contact with Carmel Cares supported by Public Works Director, and continues serving as point of contact with Friends of Carmel Forest and Garden Club.	
13	Review/reformulate approach to reserves/update financial policies	No	In Progress	15%	Finance			Due to limited staff capacity, this item will receive attention after completion of the FY22/23 budget.					New Finance Manager has begun analyzing current financial practices. Steps will be taken to define the scope of the project with the Assistant City Administrator.	Finance has two vacant positions. Finance Manager will be focusing on the preparation for the annual financial audit.	Comments, if any, from the annual financial audit will be incorporated into project objectives.			
14	Explore opportunities for permanent outdoor dining	No	In Progress	25%	CPB	Ad hoc Committee provided recommendation to be forwarded to PC		City Council paused project until it can be considered with other priority projects										
15	Increase Beautification Efforts	No	In Progress	30%	PW	Funds from parking rent utilized; First "Beautification Week" successfully completed; Ocean Ave. medians landscaping planned	Install new irrigation system, plantings and hardscape prototype in Ocean Median between Lincoln and Monte Verde	F&B Commission reviews and approves prototype median island landscaping of island located between Lincoln and Monte Verde Streets.	Clear second Ocean median island. Order irrigation supplies for remaining four islands.	April - July 2022: Forestry staff shortage due to resignation, Covid, off job injury, etc.	With Public Works oversight, Carmel Cares continues beautification efforts along Scenic Pathway, Forest Theater, Vista Lobos, and Devendorf Parks, grounds around Children's Library and Sunset Center, and in numerous median islands around town. Carmel Care's Pick-up Posse supplements PW by picking up	Carmel Cares beautification efforts continue.	Carmel Cares beautification efforts continue.	Carmel Cares beautification efforts continue.	Carmel Cares beautification efforts continue. Install irrigation and planting on second median island on Ocean Avenue.	After a 2-year gap due to Covid, Landscape Maintenance contractor to begin ongoing maintenance in numerous parks and open space areas.	Clear out third median island along Ocean Avenue.	Install irrigation and plants in third median island.
16	Review barriers to construction of affordable housing	Yes	In Progress	30%	CPB	Met with housing/planning managers from peninsula cities to discuss regional approach; Working with city of PG to partner on consultant support for feasibility study			SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT			Contract authorized (\$25,000) for ECONorthwest to begin housing feasibility study.	All-day site visit with ECONorthwest; begin analysis of barriers and drafting report	Receive 50% deliverable from ECONorthwest	Final draft feasibility study due from ECONorthwest	Provide report to City Council and present feasibility study findings		
17	Explore street addresses	No	Not Started	0%	Assist. City Admin./CPB	On hold until spring. Anticipated assignment for new Analyst hire.			SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Target Analyst on board		Analyst on Board later than anticipated (June start date). Will begin work on addresses late summer/early fall		Target beginning work with Admin Analyst				
18	Develop a Facilities Maintenance Plan	No	In Progress	45%	PW	Portions of Plan prepared piece-meal. Need to compile comprehensively. This will become an ongoing working document once completed. On hold until spring. Anticipated assignment for new Analyst and/or Project Manager hire.		Unsuccessful recruitment for Project Manager.	As part of the 5-year CIP Planning effort, focus shifting to renovating the older City buildings rather than continuously increase maintenance repairs and out-of-pocket costs. CIP projects/programs proposed: Police Building Additional Renovations, Facilities Condition Assessments (4 bldgs), 9 Facility Renovation Projects, 2 Resiliency projects, and Libraries	Scoping and estimating new facility-related CIP Projects. First draft of CIP projects presented to Council.	Second CIP presentation to Council. All facility renovation-oriented projects tentatively approved.	FY 2022/23 Budget and CIP Adopted. Ausonio, Inc. selected to provide project management for 9 facility renovation projects: Sunset Center paint & cottage windows, HML interior/exterior paint, generator, carpet, City Hall wall, roof, facility condition assessments, etc.	Professional Services Agreement prepared with Ausonio and submitted for Council award in August. 4 Leaf selected to provide project management for PD Renovation and 2 resiliency projects.	Professional Services Agreement prepared with 4 Leaf and submitted for Council award in September.	Council awards Agreement with 4 Leaf.	Comment: As these facility renovation projects are completed, the Facilities Maintenance Plan will need to be updated. This will be a long-term process. Council may wish to substitute finalizing the Facilities Maintenance Plan with a specific renovation project(s), and come back to the Plan at a later date once some of these facilities are repaired.		
19	Underground Utilities Rule 20A	No	In Progress	10%	PW	Notified by PG&E that approx. \$900k allocation for City project may be re-assigned in 2023+ without an identified project and establishment of an Underground UTILITIES District. On hold until spring. Anticipated assignment for new Project Manager hire.		Unsuccessful recruitment for Project Manager.		Unsuccessful recruitment for Project Manager.		Unsuccessful recruitment for Project Manager.	Began to update the White Paper drafted some time ago. Reviewed Very High Hazard Zone corridors which may qualify for use of Rule 20A undergrounding funds.	Continue working on White Paper.	Continue working on White Paper.	Present overview of Rule 20A program requirements, implementation steps, and potential projects for Council direction.		
20	Explore reinstatement of Design Review Board	No	In Progress	45%	CPB			Discuss with City Council at strategic retreat; Suggest hold on creation of DRB until after Design guidelines are adopted				Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, level of Design Review Board participation now being considered as part of overall DT1.5 project. Will follow the same timeline as the DT1.5	Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, level of Design Review Board participation now being considered as part of overall DT1.5 project. Will follow the same timeline as the DT1.5	Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, level of Design Review Board participation now being considered as part of overall DT1.5 project. Will follow the same timeline as the DT1.5	Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, level of Design Review Board participation now being considered as part of overall DT1.5 project. Will follow the same timeline as the DT1.5	Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, level of Design Review Board participation now being considered as part of overall DT1.5 project. Will follow the same timeline as the DT1.5	Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, level of Design Review Board participation now being considered as part of overall DT1.5 project. Will follow the same timeline as the DT1.5	Based on feedback from Design Tradition 1.5 (DT1.5) Community Workshop, level of Design Review Board participation now being considered as part of overall DT1.5 project. Will follow the same timeline as the DT1.5
21	Explore redevelopment of the north lot at Sunset Center	No	Not Started	0%	CPB	On hold until hire of Associate Planner (Long Range Planning)		Anticipate Associate Planner starts February or March - To begin work on this project ASAP	Associate Planner starting in April; Assignment of this project pending direction from Council at March 10th strategic planning meeting.	Not selected as top priority project at March Council Retreat, will hold on starting until other higher priority projects are completed								
22	Explore opportunities for Flanders Mansion	No	Not Started	0%	Assist. City Admin.	On hold until spring. Anticipated assignment for new Administration Analyst hire.				Not selected as top priority project at March Council Retreat, will hold on starting until other higher priority projects are completed	Target Analyst on board							
23	Explore opportunities for Scout House	No	In Progress	25%	PW/Assist. City Admin.	On hold until spring. Anticipated assignment for new Administration Analyst hire.			SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT	Target Analyst on board				PW Analyst on Board later than expected. RFP draft in process	RFP Completed and made public for responsive proposals			
24	Develop and implement Social Media Plan	No	In Progress	10%	Clerk	On hold until hire of City Clerk; Position being re-posted at higher salary range			Anticipate Clerk starts March or April - To begin work on this project ASAP	Not selected as top priority project at March Council Retreat, will hold on starting until other higher priority projects are completed		City Clerk started June 16, 2022		Researching Social Media Policies adopted by nearby agencies. Collected examples of policies to use as a reference point for creating a policy for Carmel.				

City Council Strategic Priorities - Completed

Item #	Description of Project	Regulatory	Current Status	Percentage	Responsible	2021 Status	January Status	February Status/Forecast	March Status/Forecast	April Status/Forecast	May Status/Forecast	June Status/Forecast	July Status/Forecast	August Status/Forecast	September Status/Forecast	October Status/Forecast	November Status/Forecast	December Status/Forecast
1	Develop a multi-pronged financial strategy to address pension liability	No	Complete	100%	Finance	Task complete												
2	Restructure Peninsula Messenger Service for at-home letter delivery	No	Complete	100%	Finance	Task complete												
3	Develop Organics/Recycling Ordinance	Yes	Complete	100%	PW	Ordinance adopted. Council approved Franchise Agreement Amendment, rates, and assignment. MOU with Waste Management District approved.	Education/Outreach - Develop game plan	Education/Outreach - Finalize game plan, Begin outreach	Education/Outreach - Finalize game plan, Begin outreach.	Education/Outreach - ongoing by new Admin Tech hire	Task Complete. Education/Outreach will be ongoing.							
4	Prepare Climate Action/Climate Adaptation Plan	Yes	Complete	100%	PW	Vulnerability Report complete. Action and Adaptation Plan strategies and projects identified. GHG Emissions Forecast in progress.	Continue fine-tuning Action and Adaptation Strategies and Projects Lists. Review GHG Forecast report	Complete Action and Adaptation Strategies and Projects Lists	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT GHG Emissions Forecast report completed. Draft Climate Adaptation Plan prepared and submitted to Council.	Incorporated comments and completed Climate Adaptation Plan. Continue preparation of Climate Action Plan.	Present the Draft Climate Action and Climate Adaptation Plans at Planning and Forest & Beach Commissions and community workshops.	Present the Climate Action and Climate Adaptation Plans at City Council. Incorporate Comments received from Council, Commissions, and community into final draft Plans.	Climate Committee accepts final Plans as complete and requests adoption by the City Council	Council adopts Climate Action and Climate Adaptation Plans on 8/2/2022. Program moves into Long Range Implementation Plan	Task Complete. Specific projects and initiatives for implementation have begun and will continue for some time.			
5	Forest Theater Facilities Manager	No	Complete	100%	PW	RFP issued. Proposals received and reviewed. Pac Rep Theatre tentatively selected. Deal points negotiated.	Drafting Lease Agreement with City Attorney's Office. Received comments from Pac Rep. Deal points finalized.	Complete Lease Agreement and submit for March Council approval.	SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT 3/1/22 - Council approves Lease Agreement expiring 6/30/2027. Includes no City subsidy, initial CP investments of \$60k by City and \$25k by Forest Theater.	Agreement executed. Pac Rep begins demolition of wood stage and framing.	Wood stage reconstruction complete. Research information and quotes for lighting box truss.	Council approves purchase of a \$53,673 lighting box truss system above the stage.	Box truss manufactured, delivered and installed 2 months ahead of schedule. Pac Rep purchases flying apparatus rigging.	Box truss structural permit signed off. Electrical modifications made for flying rigging. Forest and Beach Commission approves Carmel Cares proposed major landscaping renovation plan for Forest Theater grounds.	Task Complete. Oversight and coordination with Pac Rep will continue.			
6	Review and Update Sign Ordinance	Yes	In Progress	100%	CPB / City Attorney	City Council approved ordinance. Needs to go to Coastal Commission for LCP certification			SELECTED AS ONE OF "TOP 16" PRIORITY PROJECTS AT MARCH COUNCIL RETREAT		Local Coastal Program (LCP) amendment to Coastal Commission			Municipal Code Updated to reflect changes				

Attachment 1

Carmel-by-the-Sea
City Council Priority Project List

3/14/22
Attachment 2

City Council "Top 16" Priority List			
Project Description	March % Complete	Sept. % Complete	Lead
Review opportunities for enhanced fire/ambulance service	35%	50%	PD
Review and Update Sign Ordinance	95%	100%	CPB
Prepare Climate Action/Adaptation Plan	85%	100%	PW/CPB
Develop Forest Management Plan (FMP) and Update Tree Ordinance	20%	25%	PW
Update Zoning Code & Design Guidelines (Residential & Commercial)	25%	45%	CPB
Develop Telecommunication Ordinance consistent with federal law	40%	60%	CPB
Filling vacant positions	50%	90%	Admin.
Forest Theater Facilities Manager	90%	100%	PW/CA
Pandemic recovery (reopening, reporting, etc.)	50%	90%	Admin.
Stormwater Ordinance update	15%	75%	PW
Review barriers to construction of affordable housing	15%	30%	CPB
Develop Accessory Dwelling Unit (ADU) Ordinance	0%	45%	CPB
Explore opportunities for Scout House	0%	25%	TBD
Explore street addresses	0%	0%	Admin.
Explore Parking Management Program	20%	30%	PD/CPB
Develop plan to maintain natural areas (pub/priv) to reduce fire risk	10%	20%	PW/Fire

"Lead" Key:
PW - Public Works
CPB - Community Planning and Building
PD - Police Department
CA - Community Activities
Admin. - City Administrator/Assistant City Administrator



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 13, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	August 1, 2022, Special Meeting Minutes, August 2, 2022, Regular Meeting Minutes, and August 29, 2022, Special Meeting Minutes

RECOMMENDATION:

Approve Draft Minutes.

BACKGROUND/SUMMARY:

The City Council routinely approves minutes of its meetings.

FISCAL IMPACT:

None.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

- Attachment 1) August 1, 2022, CC Special Meeting Minutes
- Attachment 2) August 2, 2022, CC Regular Meeting Minutes
- Attachment 3) August 29, 2022, CC Special Meeting Minutes

**CITY COUNCIL
SPECIAL MEETING
Monday, August 1, 2022**

**OPEN SESSION
4:30 PM**

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 4:30 PM.

Roll Call: Council Members Baron, Ferlito, Theis, Mayor Pro-Tem Richards, and Mayor Potter were present.

OPEN SESSION

CONSENT AGENDA

Item 1: Resolution 2022-063 of the City Council of the City of Carmel-by-the-Sea Proclaiming the Continuing Need to Meet by Teleconference Pursuant to Government Code Section 54953 (e)

Consent item #1 was pulled by Council Member Baron.

Public Comment: none.

Council Member Baron said he would like all of the City Commissioners to resume in-person meetings, and therefore will be voting no.

Motion to adopt Resolution 2022-063 by Mayor Potter, seconded by Council Member Ferlito. Roll Call Vote: Council Members Baron, Ferlito, Richards, Theis, and Mayor Potter – yes.

Action: Resolution 2022-063 adopted unanimously 5-0-0-0.

CLOSED SESSION

City Attorney Brian Pierik read the closed session agenda item titles for the record.

Public Comment:
None

Item A: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
(One potential case)

Item B: CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

Agency designated representatives: City Administrator Chip Rerig, Katy Sutorp (Burke, Williams & Sorensen), Alan Ward, Public Safety Director, Brandon Swanson, Community Planning Building Director

Employee organization: General Employees Unit, an Affiliated Unit of LiUNA; Management Employees Unit, an Affiliated Unit of LiUNA; Police Officers Association (POA)

Item C: PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Administrator

ADJOURNMENT

Council adjourned to Closed Session at 4:34 PM.

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

REGULAR MEETING
Tuesday, August 2, 2022

OPEN SESSION
4:30 PM

TOUR OF INSPECTION - 3:30 PM

Mayor Potter called the tour of inspection to order at 3:30 PM.

Roll Call: Council Members Baron, Ferlito, Theis, Mayor Pro-Tem Richards, and Mayor Potter were present.

Item A: Carmel Beach Hotel and Spa - Northeast corner of San Antonio Avenue and 13th Avenue (Meet at San Antonio Side)

Tour of inspection was conducted.

OPEN SESSION

CALL TO ORDER AND ROLL CALL

Mayor Potter called the Regular Session to order at 4:30 PM.

Roll Call: Council Members Baron, Ferlito, Theis, Mayor Pro-Tem Richards, and Mayor Potter were present.

PLEDGE OF ALLEGIANCE

Council Member Theis led the pledge of allegiance.

PUBLIC APPEARANCES

Christine Hollenbeck addressed the Council regarding a cell tower meeting to discuss a cell tower Ordinance for the City. Parker Logan addressed the Council regarding delivery trucks crowding the streets past noon and parklet funding for improvements. William Smith addressed the Council regarding multiple code violations and non-permitted changes by their neighbor and urged Council to take action.

EXTRAORDINARY BUSINESS

Item A: Introduction of New City Employees

City Administrator Rerig introduced the new City employees hired within the past year.

Item B: A Proclamation honoring Doug and Genie Freedman for Concours on the Avenue

Mayor Potter read the proclamation, and Community Services Director Wright accepted the proclamation on behalf of Genie Freedman.

Item C: 2022 CCCE Annual Member Agency Presentation

CCCE Director of Communications and Outreach, Catherine Steadman gave a presentation to Council regarding the CCCE annual member agency update.

Item D: Presentation on Digitizing and Scanning Records

Community Planning and Building (CPB) Director Swanson gave a presentation on the scanning and digitizing of CPB records such as property files and permits, so they are accessible online to the public and preserved in digital format.

ANNOUNCEMENTS

Item A: City Administrator Announcements

None.

Item B: City Attorney Announcements

City Attorney Pierik announced that there was no reportable action from Closed Session on August 1, 2022.

Item C: Council Member Announcements

Council Member Ferlito – Spoke in recognition and memory of a Carmel unsung hero, David Shonman, who passed away recently.

CONSENT AGENDA

Council Member Ferlito pulled Consent item #2, to thank Community Planning and Building staff for their hard work enforcing the short-term rental ban in Carmel. She also thanked staff for their work on the Climate Action Plan. A member of the public pulled item #11 and made comment about the lack of events in Carmel scheduled for car week.

Motion to approve all items on Consent made by Mayor Pro Tem Richards, seconded by Council Member Ferlito. Roll Call Vote: Council Members Baron, Ferlito, Richards, Theis, and Mayor Potter – yes.

Action: Consent Agenda Items Approved Unanimously 5-0-0-0

Item 1: July 11, 2022 Special Meeting Minutes, July 12, 2022 Regular Meeting Minutes, and July 13, 2022 Adjourned Regular Meeting Minutes

Item 2: June 2022 Monthly Reports

- Item 3:** June 2022 Check Register Summary
- Item 4:** Resolution 2022-064 adopting the City of Carmel-by-the-Sea's Climate Adaptation Plan and Climate Action Plan
- Item 5:** Resolution 2022-065, authorizing the City Administrator to execute a Professional Services Agreement with Ausonio, Incorporated for Project Management Services for delivery of nine Capital Improvement Projects
- Item 6:** Resolution 2022-066, approving an Agreement with the City of Monterey for Vehicle Maintenance Services
- Item 7:** Resolution 2022-067 approving a Budget Amendment of \$20,395 to the Fiscal Year 2022-2023 Adopted Budget for the CalRecycle SB 1383 Local Assistance Grant
- Item 8:** Resolution 2022-068, approving a Budget Amendment of \$150,000 to the Fiscal Year 2022/23 Adopted Budget for the Cal Fire Grant and authorizing the City Administrator to execute a Professional Services Agreement with Davey Resource Group for development of an Urban Forestry Master Plan
- Item 9:** Resolution 2022-069 authorizing the City Administrator to execute a change order to the existing agreement with CSG Consultants, Inc. for on-call building and code compliance services increasing the not to exceed amount from \$200,000 to \$240,000 per the adopted FY2022-2023 Budget, and extending the term to June 30, 2023
- Item 10:** Adopt Resolution 2022-071 authorizing the City Administrator to establish and adopt the newly created job descriptions for Maintenance Worker I/II and Maintenance Worker III
- Item 11:** Resolution 2022-073 authorizing the erection of tents on public property for the 5th annual Prancing Ponies event

ORDERS OF BUSINESS

- Item A:** Receive an update on the Farmers' Market and adopt Resolution 2022-072 Authorizing the consumption of alcohol at the Farmers' Market "Third Thursday" events through October 31, 2022, to be held in Devendorf Park

Mayor Pro-Tem Richards recused himself for Orders of Business items A and B due to his proximity to the events being discussed and left the dais.

Community Activities Director Wright gave a presentation on the item and answered questions from Council.

Public Comment: None.

Council Member Theis made a motion to approve Resolution 2022-072 as presented by staff, seconded by Mayor Potter.

Council discussion followed.

Council Member Baron made a substitute motion to approve the Resolution with the condition that the consumption of alcohol at the Farmers' Market Third Thursday Event be limited to beer and wine only. Substitute motion failed due to lack of a second.

Motion to approve the original motion by Council member Theis approving Resolution 2022-072 as presented by staff, seconded by Mayor Potter. Roll Call Vote: Council Member Baron - yes, Council Member Ferlito - no, Council Member Theis – yes, Mayor Potter – yes, Mayor Pro Tem Richards – recused.

Action: Resolution 202-072 adopted, 3-1-0-1 vote (Council Member Ferlito voting no, Mayor Pro Tem Richards recused)

Item B: Discuss and provide necessary direction the Pumpkin Roll event

Community Activities Director Wright gave a presentation on the item and answered questions from Council.

Public Comment:

John Turner, Ms. Turner, spoke in favor of the Pumpkin Roll event.

Chloe and her mother spoke in favor of the Pumpkin Roll event.

Richard Kreitman and Parker Logan spoke in favor of the Pumpkin Roll event.

Motion directing staff to hold the Pumpkin Roll by Mayor Potter, seconded by Council Member Theis with the amendment to add more family events at Devendorf Park. Mayor Potter supported the amendment. Roll Call Vote: Council Member Baron - yes, Council Member Ferlito - yes, Council Member Theis, Mayor Potter – yes, Mayor Pro Tem Richards recused.

Action: Approved Pumpkin Roll event held by staff, with more family events at Devendorf Park. 4-0-0-1 (Mayor Pro Tem Richards recused)

Mayor Pro Tem Richards returned to the dais at 6:15 PM.

Council took a recess at 6:15 PM, and returned at 6:25 PM.

PUBLIC HEARINGS

Council moved to hear Public Hearing Item #4 first.

Item 4: Consideration of a recommendation from the Historic Resources Board to the City Council that the City Council enter into a Mills Act Historical Property Contract MA 21-239 (Carmel Beach Hotel & Spa) with Esperanza Carmel Commercial, LLC for the historic 'Colonial Terrace Inn' now known as Carmel Beach Hotel & Spa located at the northeast corner of San Antonio Avenue and 13th Avenue (APN 010-286-015)

Senior Planner Marnie Waffle gave a brief presentation of the item and answered questions from Council.

Public Comment:

David Fink - Applicant, addressed the Council.

Council discussion followed.

Motion to enter into a Mills Act Historical Property Contract MA 21-239 (Carmel Beach Hotel & Spa) with Esperanza Carmel Commercial, LLC for the historic 'Colonial Terrace Inn' now known as Carmel Beach Hotel & Spa by Mayor Pro-Tem Richards, seconded by Council Member Theis.

Roll call vote: Council Member Baron - no, Council Member Ferlito - no, Council Member Theis -yes, Mayor Pro Tem Richards - yes, Mayor Potter - yes.

Action: Motion to enter into a Mills Act Historical Property Contract MA 21-239 approved. 3-2-0-0 (Council Members Baron and Ferlito voting no)

Mayor Potter and Mayor Pro-Tem Richards recused themselves due to the proximity of their homes to L'Auberge, and left the meeting at 6:58 PM.

Item 3: Consideration of a recommendation from the Historic Resources Board to the City Council that the City Council enter into a Mills Act Historical Property Contract MA 21-238 (L'Auberge Carmel) with Esperanza Carmel Commercial, LLC for the historic 'Sundial Lodge' now known as L'Auberge Carmel located on Monte Verde Street 2 northeast of 7th Avenue (APN 010-191-005)

Senior Planner Marnie Waffle gave a brief presentation of the item and answered questions from Council.

Public comment:

David Fink - Property Owner, requested continuation of this item to a later date. He stated he would come back preliminary financial information if possible from the assessor's office.

Motion to continue item to a later date by Council Member Ferlito, seconded by Acting Mayor Theis. Roll Call Vote: Council Member Baron - yes, Council Member Ferlito - yes, Acting Mayor Theis - yes. Mayor Potter and Mayor Pro Tem Richards recused.

Action: Motion to continue Mills Act Contract MA 21-238 approved 3-0-0-2 (Mayor Pro Tem Richards and Mayor Potter recused)

Public Comment re-opened:

Parker Logan addressed the Council regarding Mills Act exceptions that San Francisco adopted.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Council adjourned at 7:18 PM in memory of David Shonman and Doug Freedman.

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

**CITY COUNCIL
SPECIAL MEETING
Monday, August 29, 2022**

**OPEN SESSION
3:30 PM**

CALL TO ORDER AND ROLL CALL

Mayor Potter called the meeting to order at 3:31 PM.

Roll Call: Council Members Baron, Ferlito, Theis, Mayor Pro-Tem Richards, and Mayor Potter were present.

OPEN SESSION

PUBLIC APPEARANCE

Michael McWalters addressed the Council asking if the wireless application checklists will be available to the public in advance of the September 13 City Council Meeting.

ORDERS OF BUSINESS

Item 1: Resolution 2022-070 Designating Mayor Dave Potter as the voting delegate and Mayor Pro Tem Bobby Richards as the alternative voting delegate at the 2022 annual League of California Cities Conference

Public Comment: none.

City Administrator Rerig gave a brief summary of the item, stating that approval of this Resolution will appoint Mayor Potter as the voting delegate and Mayor Pro Tem Richards as the alternate voting delegate at the Annual League of California Cities (LOCC) by Council action as required by the LOCC.

Motion to adopt Resolution 2022-070 by Council Member Ferlito, seconded by Council Member Baron. Roll Call Vote: Council Members Baron, Ferlito, Richards, Theis, and Mayor Potter – yes.

Action: Resolution 2022-070 adopted unanimously 5-0-0-0.

ADJOURNMENT

Council adjourned at 3:37 PM.

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Thomas Levandowski, Finance Director

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: July 2022 Check Register Summary

RECOMMENDATION:

Approve the check register for July 2022.

BACKGROUND/SUMMARY:

The check register is produced from the City's financial system. The report groups the checks by the respective department or function. The check register includes the check number, the name of the vendor, a description of the purchase, the check issue date and the amount of the check.

Per the California Supreme Court's decision in the case of Los Angeles County Board of Supervisors v. Superior Court (Dec. 29, 2016) (2016 WL 7473802), the check register excludes the specific invoice payments for legal services incurred for pending and active investigations, pending and active litigation, as well as recently concluded matters. The Supreme Court has ruled that these specific invoices are protected under attorney-client privilege and need not be disclosed under the Public Records Act.

On the last page of the report, staff have included the contract balance for the respective vendors that were paid in July.

FISCAL IMPACT:

The check register summary for July 2022 totals \$2,005,610.13.

PRIOR CITY COUNCIL ACTION:

Council ratified the June 2022 check register at its August 2nd adjourned regular meeting.

ATTACHMENTS:

Attachment 1) July 2022 Check Register

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 110 City Council				
49450	Association of Monterey Bay Area Gov'ts	FY22-23 Jurisdiction Membership Dues	07/14/2022	3,890.00
49465	Monterey County Auditor-Controller	LAFCO Budget allocation FY 22-23	07/14/2022	16,796.08
49466	Monterey County Business Council	Partner Membership FY22-23	07/14/2022	500.00
49472	Peninsula Messenger LLC	Mail service sorting and delivery	07/14/2022	4,464.00
49473	Prism Public Risk Innovation	Excess Workers Compensations 7/1/22-6/30/23	07/14/2022	292.02
49480	Transportation Agency for Monterey County	FY 22-23 Local Agency Contribution	07/14/2022	1,274.00
49499	Carmel Chamber of Commerce	Chamber of Commerce 2022 Annual Mem luncheon	07/21/2022	900.00
Total for Department: 110 City Council				28,116.10
Department: 111 City Administration				
49357	Amazon Web Services Inc	Data and cloud storage fees	07/13/2022	894.68
49359	AT&T	Telephone service citywide FY 2021-22	07/13/2022	2,889.58
49361	Carmel Pine Cone	Legal noticing	07/13/2022	240.00
49363	Comcast	City Hall business cable services	07/13/2022	73.17
49365	Image Sales	Employee ID Badges	07/13/2022	22.07
49366	Iron Mountain	Records storage	07/13/2022	426.47
49367	Jane Wilson	Reimburse for Lactation signs	07/13/2022	69.63
49375	Robert Half	Temporary Payroll help services	07/13/2022	4,560.00
49377	Sprint	Cell service fees, usage and purchases	07/13/2022	29.99
49381	Verizon Wireless	Cell phone usage and phone purchases	07/13/2022	327.15
49383	AT&T/FirstNet	PD Wireless service	07/14/2022	326.47
49394	Carmel Pine Cone	Legal noticing	07/14/2022	495.00
49396	Copies By-The-Sea	Agenda printing	07/14/2022	1,051.53
49403	Office Depot, Inc.	Business office supplies-Adm and Finance	07/14/2022	285.03
49405	Robert Half	Temporary payroll assistance services	07/14/2022	4,560.00
49407	T-Mobile	Monthly cell service and purchases	07/14/2022	1,463.54
49453	Carmel Pine Cone	Legal noticing	07/14/2022	90.00
49455	Corbin Willits System	Financial system monthly enhancement and service fee	07/14/2022	720.79
49458	Digital Deployment	Website support agreement:Maint, training, security	07/14/2022	700.00
49459	ECS Imaging, Inc	LaserFiche annual renewal	07/14/2022	8,605.00
49461	Image Sales	Employee ID Badges	07/14/2022	22.07
49462	InterVision	Threat Prevention subscription & support services	07/14/2022	15,046.64
49469	NEOGOV	Subscription 7/1/22-6/30/23 Job posting service	07/14/2022	9,008.42
49470	Netfile	Annual subscription Charges for Agency Services	07/14/2022	3,200.00
49473	Prism Public Risk Innovation	Excess Wrokers Compensations 7/1/22-6/30/23	07/14/2022	22,018.72
49474	Ryan Ranch Printers	Envelopes, stationary, business card & BL printing	07/14/2022	553.00
49475	Springbrook Software	FY22/23 accounting software subscription	07/14/2022	18,259.61
49483	Zoom Imaging Solutions, Inc.	Business office copier usage fees	07/14/2022	471.89
49497	Alhambra	Water service City Hall	07/21/2022	150.81
49500	Carmel Pine Cone	Legal noticing	07/21/2022	255.00
49502	Comcast Business	NonNGEN internet and recurring charges	07/21/2022	644.82
49505	Robert Half	Temporary payroll assistance services	07/21/2022	3,648.00
49506	Ryan Ranch Printers	Envelopes, stationary, business card & BL printing	07/21/2022	137.46
49509	TCS Total Compensation Systems Inc	GASB 75 Auditing services	07/21/2022	675.00
49510	US Bank	City Clerk Assoc membership & IT purchases & services	07/21/2022	4,661.24
49518	Office Depot, Inc.	Business office supplies-Adm and Finance	07/22/2022	70.52
49521	US Bank	HR ads/subscriptions, seminars, and meetings	07/22/2022	2,235.38
49523	Municipal Resource Group, LLC	Professional fees/City Ambulance and Paid Parking revie	07/22/2022	6,476.96
Total for Department: 111 City Administration				115,365.64
Department: 112 City Attorney				
49386	Sloan Sakai Yeong & Wong	Legal services FY2021-22	07/14/2022	276.00
Total for Department: 112 City Attorney				276.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 115 Community Planning & Building				
49349	Peninsula Business Interiors	Office furniture	07/08/2022	13,942.60
49351	Engineered Fire Systems	FY21/22 plan review services for fire plans	07/08/2022	1,687.50
49353	CSG Consultants, Inc.	Building plan review services	07/08/2022	805.50
49360	Brandon Swanson	Reimburse for office chairs for CPB staff following ergonom	07/13/2022	2,604.19
49380	US Bank	Dropbox services	07/13/2022	1,576.51
49393	Carmel Office Supply	Planning Dept printing services	07/14/2022	3,325.02
49473	Prism Public Risk Innovation	Excess Workers Compensations 7/1/22-6/30/23	07/14/2022	16,295.44
49512	Chico State Enterprises-Accts Rec	Scanning & Digitizing Property Files	07/22/2022	3,009.25
49522	FedEx	Shipping fees-PBD	07/22/2022	14.26
49524	One Workplace L Ferrari	Office furniture design and furniture expense-PBD	07/22/2022	19,473.83
Total for Department: 115 Community Planning &				62,734.10
Department: 116 Police				
49358	AMRON Int.	Protech Intruder G2 Tactical Ballistic Shield - 2 each	07/13/2022	6,686.62
49363	Comcast	Police Dept cable services	07/13/2022	243.18
49364	Community Hospital of the Monterey Peninsula	Lab services PD	07/13/2022	81.00
49369	Lemos Service Inc	Police Dept Auto repairs	07/13/2022	901.39
49371	MOGO Urgent Care	Testing PD	07/13/2022	583.00
49372	Office Depot, Inc.	Office supplies - PD	07/13/2022	225.82
49373	Pacific Gas & Electric	Video cameras citywide	07/13/2022	229.54
49376	Salinas Valley Pro Squad	Uniform-service clothes	07/13/2022	852.02
49378	Summit Uniforms	Specialty uniform expense	07/13/2022	302.97
49387	Transunion Risk & Alterna	Investigative services for PD-Monthly fee	07/14/2022	151.00
49389	Alhambra	Water service Police Dept	07/14/2022	288.02
49390	Allied Universal	Beach patrol	07/14/2022	2,257.08
49392	Caltronics/J.J.R Enterprises. Inc	Police Dept copies usage fees	07/14/2022	207.78
49395	Carmel Towing & Garage	PD-Fuel purchases	07/14/2022	5,217.00
49397	Cypress Coast Ford/Lincoln	PD vehicle repairs	07/14/2022	1,222.30
49399	Lemos Service Inc	Police Dept Auto repairs	07/14/2022	901.39
49400	Monterey County Animal Services	Animal control services	07/14/2022	160.00
49401	Monterey County Sheriff-Coroner	FY 2021-22 Criminal Justice Information System	07/14/2022	20,529.38
49406	Same Day Shred	Police Dept:Shredding services	07/14/2022	45.00
49408	United Public Safety, Inc	Ticketing Platform for PD:Hardware, software & support	07/14/2022	27.47
49409	US Bank	PD Training - Public Safety Training Consortium fee	07/14/2022	1,938.62
49410	Veritas CVSA Truth Verification Services	Professional services PD	07/14/2022	700.00
49451	California Police Chief's Association	Membership through June 30, 2023 Alan Ward	07/14/2022	348.00
49456	County of Monterey, Dept of Emerg Communications	NGEN O&M - Police	07/14/2022	7,220.00
49457	De Lage Landen Financial	Police Dept copier lease	07/14/2022	169.79
49460	Hardee Investigations	Poloygraph services - PD candidates	07/14/2022	300.00
49463	Law Enforcement Psychological Serv, Inc	Post employment psychological assessment	07/14/2022	1,200.00
49464	Mission Linen Service	Fire Dept laundry service	07/14/2022	256.56
49468	Monterey Peninsula Regional SRU	SRU Yearly contribution FY 2022-23	07/14/2022	5,000.00
49473	Prism Public Risk Innovation	Primary Workers Compensations 7/1/22-6/30/23	07/14/2022	101,483.53
49476	Summit Uniforms	PD Uniform purchases	07/14/2022	56.88
49478	T2 Systems Canada Inc.	PD:Digital iris services	07/14/2022	75.00
49479	Tracnet Corporation	Annual maintenance MSP	07/14/2022	20,376.98
49481	Veritone, Inc	Annual subscription-State mandated Police Contact Stati	07/14/2022	1,500.00
49501	Comcast	Police Dept cable services	07/21/2022	60.33
49503	Dooley Enterprises, Inc	PD:Ammunition purchase	07/21/2022	8,102.35
49504	Office Depot, Inc.	Police Dept office supplies	07/21/2022	193.33
49507	Rydin Decal	Decals - PD	07/21/2022	830.08
49508	TCB Investigations	Background investigations - PD	07/21/2022	1,500.00
49510	US Bank	Police Dept training class fee	07/21/2022	750.00
49516	Carmel Office Supply	Police Dept Shipping fees	07/22/2022	1,307.57
49517	Department of Justice/Accounting Office	Fingerprinting services	07/22/2022	96.00
49520	Proforce Law Enforcement	PD Gun purchase	07/22/2022	1,472.71
49521	US Bank	PD Seminar expense	07/22/2022	250.00
Total for Department: 116 Police				196,299.69

July 2022 Check Register

Attachment 1

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 117 Fire				
49362	City Of Monterey	FY 21-22 Fire Contract monthly charges	07/13/2022	222,578.82
49370	Mission Linen Service	Laundry service	07/13/2022	121.09
49385	Caltronics/J.J.R Enterprises. Inc	Fire Dept copier usage	07/14/2022	11.37
49389	Alhambra	Water service Fire Dept	07/14/2022	350.87
49391	Allstar Fire Equipment Inc	Turnouts for new employee - 1 pant, 1 jacket	07/14/2022	2,827.36
49395	Carmel Towing & Garage	Fire Dept-Vehicle repairs	07/14/2022	1,258.97
49456	County of Monterey, Dept of Emerg Communications	Dispatch service-Amb	07/14/2022	6,059.00
49496	City Of Monterey	June 2022 Fire-Amb contract	07/21/2022	11,088.88
Total for Department: 117 Fire				244,296.36
Department: 118 Ambulance				
49362	City Of Monterey	FY 2021-22 Ambulance Agreement-Overtime expenses	07/13/2022	22,321.00
49374	Peninsula Welding & Medical Supply, inc.	Ambulance Dept-Oxygen/hazardous materials transport	07/13/2022	142.07
49381	Verizon Wireless	Ambulance Vehicles air cards FY 21-22	07/13/2022	1,149.54
49388	Wittman Enterprises, LLC	Ambulance billing services June 2022	07/14/2022	4,285.30
49395	Carmel Towing & Garage	Amb gas expense	07/14/2022	1,764.77
49454	City Of Monterey	FY 2022-23 Ambulance Administration fee	07/14/2022	1,996.96
49457	De Lage Landen Financial	Ambulance Copier lease	07/14/2022	71.01
49473	Prism Public Risk Innovation	Excess Workers Compensations 7/1/22-6/30/23	07/14/2022	54,100.11
49498	Bound Tree Medical LLC	Medical supplies	07/21/2022	417.89
Total for Department: 118 Ambulance				86,248.65
Department: 119 Public Works				
49350	Iverson Tree Service	Tree work as directed by City Forester	07/08/2022	3,400.00
49354	Cleve Waters	Reinbursement for work boots FY 21/22 per MOU	07/08/2022	220.90
49355	Carmel Towing & Garage	Fuel for PW 6/1/22 PW fuel	07/08/2022	2,995.45
49402	Municipal Resource Group, LLC	Recruitment services	07/14/2022	3,600.00
49411	Ailing House Pest Control	FM pest control FY 2021-2022	07/14/2022	2,400.00
49412	Alhambra	PW Water Service	07/14/2022	317.64
49413	American Lock & Key	Replace the faulty access & intercom systems for PD.	07/14/2022	4,412.52
49414	Applied Marine Sciences	ASBS watershed sampling FY 2021-2022	07/14/2022	6,270.00
49416	Caltronics/J.J.R Enterprises. Inc	Copier lease	07/14/2022	101.37
49417	Carmel Area Wastewater District	Restaurant inspections FY 2021-2022	07/14/2022	3,423.64
49418	Carmel Towing & Garage	Fuel for June City Vehicles - June Fuel	07/14/2022	3,065.28
49419	Chemtek, Inc	10 Gallons of Pave Pro asphalt release agent	07/14/2022	429.22
49420	Chico State Enterprises-Accts Rec	PM for web server 6/30/22	07/14/2022	1,500.00
49421	Cintas Corp 2 (First Aid)	Restock of first aid supplies at City facilities 6/23/22	07/14/2022	333.68
49422	Cintas Corporation	Uniforms for PW FY 2021-2022	07/14/2022	168.13
49423	De Lage Landen Financial	PW copier maintenance FY 21-22	07/14/2022	421.06
49424	Dudek	Environmental support: Drainage & erosion control plan	07/14/2022	3,555.00
49425	Edges Electrical Group	FM electrical supplies FY 2021-2022	07/14/2022	141.39
49426	Ennis-Flint Inc	7 cases of 12" thermoplastic	07/14/2022	1,216.64
49427	Ferguson Enterprises, Inc.	FM plumbing supplies FY 2021-2022	07/14/2022	1,223.86
49428	Florence Filter Corp	Citywide MERV filtration system filters.	07/14/2022	3,652.62
49429	Golden State Portables	Monthly rental at FT. fo April 2022. 5/1/22	07/14/2022	1,723.50
49430	Granite Construction Company	Hot mix berms 5/5/22	07/14/2022	731.44
49431	Granite Rock Company	Supplies FY 2021-2022	07/14/2022	1,114.94
49432	Green Valley Landscape Inc.	troubleshoot water feature 6/20/22	07/14/2022	2,866.85
49433	IWORQ	Tree permit management. 6/1/22	07/14/2022	3,522.00
49435	Lakeside Nursery	Trees for Ocean Median Islands 96642	07/14/2022	1,148.47
49436	M & S Building Supply	PW/FM supplies 4/27/22	07/14/2022	11.62
49437	Marina Backflow Company	FM backflow repairs FY 2021-2022	07/14/2022	65.00
49438	Mirage Window Cleaning	Window cleaning at city buildings 6/16/22	07/14/2022	650.00
49439	MJ Murphy Lumber and Hardware	Fence repair at Toprres and 1st 6/22/22	07/14/2022	148.53
49440	Monterey Peninsula Engineering	Emergency sand redistribution at Del Mar	07/14/2022	9,127.72
49443	Ross Roofing Inc	Roof repairs at PBL	07/14/2022	3,784.00
49444	Save The Whales	Recycling outreach	07/14/2022	5,000.00
49445	Scarborough Lumber & Building	PW Supplies FY 2021-2022	07/14/2022	359.10
49446	Sentry Alarm Systems	HML Alarm monitoring 6/15/22	07/14/2022	375.00
49447	Tope's Tree Service Inc.	Tree services citywide as directed by City Forester	07/14/2022	7,802.50
49448	US Bank	Training and supplies for PW-RC-1816	07/14/2022	758.59
49473	Prism Public Risk Innovation	Excess Workers Compensations 7/1/22-6/30/23	07/14/2022	69,959.77
Total for Department: 119 Public Works				151,997.43

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 120 Library				
49467	Monterey County Pops!	4th July advertising	07/14/2022	1,523.50
49471	Pacific Grove Self Storage	Storage Unit - Document storage	07/14/2022	307.00
49473	Prism Public Risk Innovation	Primary Workers Compensations 7/1/22-6/30/23	07/14/2022	16,242.08
Total for Department: 120 Library				18,072.58
Department: 121 Community Activities				
49393	Carmel Office Supply	Farmers' maket no dog posters/embroidery on 12 aprons	07/14/2022	501.98
49473	Prism Public Risk Innovation	Excess Workers Compensations 7/1/22-6/30/23	07/14/2022	5,341.33
Total for Department: 121 Community Activities				5,843.31
Department: 122 Economic Revitalization				
49452	Carmel Chamber of Commerce	Visitor Center operations support-current year	07/14/2022	30,250.00
49477	Sunset Cultural Center Inc.	Current fiscal year Operating Grant Q1 22-23	07/14/2022	187,500.00
49482	Visit Carmel	City - Marketing and development July-Sept 2022	07/14/2022	30,000.00
Total for Department: 122 Economic Revitalizatio				247,750.00
Department: 130 Non-Departmental				
49373	Pacific Gas & Electric	Citywide gas & electric services	07/13/2022	37.71
49382	Alliant Insurance Services	FY 2021-22 Liability Policy premiums	07/14/2022	3,700.00
49404	Pacific Gas & Electric	Citywide gas & electric services	07/14/2022	1,169.24
49449	Alliant Insurance Services	Liability Policy premiums:ACIP Crime Renewal	07/14/2022	2,002.35
49473	Prism Public Risk Innovation	Optional Excess Liability Program 7/1/22-6/30/2023	07/14/2022	705,820.00
49519	Pacific Gas & Electric	Citywide gas & electric services	07/22/2022	13,060.73
Total for Department: 130 Non-Departmental				725,790.03
Department: 311 Capital Projects				
49424	Dudek	MTNP improvements	07/14/2022	9,407.23
49434	John Ley's Tree Service	Tree work as directed by City Forester	07/14/2022	3,180.00
49441	Native Solutions	North Dunes Restoration Project	07/14/2022	1,500.00
Total for Department: 311 Capital Projects				14,087.23
Department: 411 Debt Service				
49456	County	NGEN debt service	07/14/2022	16,753.00
Total for Department: 411 Debt Service				16,753.00
Department: 513 Veh & Equip Replacement				
49368	L3Harris Technologies Inc.	CIP Replace radio antenna Carmel PD	07/13/2022	58,558.01
49398	L3Harris Technologies Inc.	CIP Replace radio antenna Carmel PD	07/14/2022	491.63
49415	Cal Coast Electric, Inc	Park Branch Library generator replacement	07/14/2022	19,479.37
49442	Pacific Coast Trane Controls	Sunset Center HVAC Controls Upgrade	07/14/2022	13,451.00
Total for Department: 513 Veh & Equip Replacem				91,980.01
Grand Total				2,005,610.13

Schedule of Contract Payments - July

Vendor	Contract Amt	Paid thru July	Contract Balance	
Pen Messenger	\$ 122,000.00	\$ 61,270.00	\$ 60,730.00	Fire admin services
City of Monterey	\$ 2,670,946.00	\$ 2,670,945.84	\$ 0.16	
Tope's Tree Service	\$ 65,000.00	\$ 62,176.15	\$ 2,823.85	
West Coast Arborists	\$ 160,000.00	\$ 121,024.08	\$ 38,975.92	
John Ley's Tree Service	\$ 70,000.00	\$ 43,758.67	\$ 26,241.33	
J4 Systems	\$ 38,840.70	\$ 26,179.00	\$ 12,661.70	
Pureserve	\$ 204,000.00	\$ 194,000.64	\$ 9,999.36	
Rincon	\$ 50,500.00	\$ 45,167.75	\$ 5,332.25	
Dudek	\$ 75,000.00	\$ 50,600.92	\$ 24,399.08	
LSA Associates	\$ 22,820.00	\$ 21,516.25	\$ 1,303.75	
4Leaf Inc.	\$ 24,999.00	\$ 24,491.25	\$ 507.75	



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 13, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: July 2022 Monthly Reports

RECOMMENDATION:

Review and receive monthly reports.

BACKGROUND/SUMMARY:

This is a monthly series of reports:

- 1) Community Planning and Building Department Reports
- 2) Police, Fire, and Ambulance Reports
- 3) Public Records Act Requests
- 4) Public Works Department Reports

(There were no contracts logged for July, 2022)

FISCAL IMPACT:

N/A

PRIOR CITY COUNCIL ACTION:

Monthly review and approval.

ATTACHMENTS:

- Attachment 1) Community Planning and Building Department Reports
- Attachment 2) Police, Fire, and Ambulance Reports
- Attachment 3) Public Records Act Requests
- Attachment 4) Public Works Monthly Report



CITY OF CARMEL-BY-THE-SEA Monthly Report

Community Planning and Building Department

TO:	Honorable Mayor, Council Members, and City Administrator Chip Rerig
SUBMITTED BY:	Leah Young, Administrative Coordinator
SUBMITTED ON:	September 6, 2022
APPROVED BY:	Brandon Swanson, Community Planning and Building Director

JULY 2022 – DEPARTMENT ACTIVITY REPORT

I. PLANNING PERMIT APPLICATIONS:

In July 2022, **28** planning permit applications were received.

II. BUILDING PERMIT APPLICATIONS:

In July 2022, **31** building permit applications were received.

III. CODE COMPLIANCE CASES:

In July 2022, **8** new code compliance cases were created.

IV. TRANSIENT RENTAL COMPLIANCE CASES:

In July 2022, **3** new code compliance cases were created.

V. ENCROACHMENT PERMIT APPLICATIONS:

In July 2022, **24** encroachment permit applications were received.

VI. YEAR-TO-DATE TRENDS

Table 1 includes the following July 2022 totals: planning and building permit applications, code compliance and transient rental compliance cases, and encroachments. July 2022 totals are provided alongside July 2021 totals for comparison.

Compared to the same time period in the year 2021, Table 1 denotes the following percentage changes in the year 2022:

- Planning Permit Applications – **5.64% decrease**
- Building Permit Applications – **14.97% decrease**
- Code Compliance Cases – **204.26% increase**
- Transient Rental Compliance Cases – **666.67% increase**

- Encroachment Permit Applications – **9.09% decrease**

Table 1. Permit Application Totals

	PLANNING	BUILDING	CODE COMPLIANCE	TRANSIENT RENTAL COMPLIANCE	ENCROACHMENTS
2021 Totals	266	334	47	3	165
2022 Totals	251	284	143	23	150
% Difference	-5.64%	-14.97%	+204.26%	+666.67%	-9.09%



Planning Permit Report

07/01/2022 - 07/31/2022

Permit #	Permit Type	Project Description	Address/Location	Date Received	Date Approved	Status
22251	Design Study	(N) Roof, highest ridge line height increases by 0.3', other lower roof lines by 0.5'. (N) Garage with chamfered corners to avoid tree branch, new garage height from 108.80 to 111.19. MasterBed ext. wall changes from Board&Batt to Stone (match existing). Chimney enlarges from 1 '1 0"x1 '1 0" to 3'x3' per manufacturer. Lower finish floor lowers from 89.96 to 89.61. BBQ screen changes from Stucco to Board&Batt. New wood decks & steps to match existing.	Carmelo St. 5NW of Ocean Ave.	7/29/2022		In Review
22250	Historic Determination	Historic Determination	Monte Verde 2 NW of 8th	7/28/2022		In Review
22249	Sign	Install one set of non illuminated FCO's	Ocean Avenue & Mission Street	7/26/2022		In Review
22248						Closed
22247	Design Study	REV 4. SHEET A1.2: ADD 4' X 9'-9" SKYLIGHT TO KITCHEN ROOF (NOT VISIBLE FROM STREET; ADD 3' X 3' SKYLIGHT TO BR I BATH AT EAST SIDE OF ROOF; BLACKOUT SHADES ON BALL SKYLIGHTS. REV 4. SHEET A2.2: DELETE WINDOW 25 IN BATH I, SE CORNER. NOTE: OTHER REDLINES ON SHEET A2.2 ARE PREVIOUSLY APPROVED REVISIONS W/ DESIGN STUDY.	Casanova St 7 NW of Ocean Ave	7/26/2022		In Review
22246	Historic Evaluation	Historical evaluation in association with DS 22-198	3009 Lausen Drive	7/25/2022		In Review

22245	Design Study	Install a 12' wide x 8' deep x 7' 10" tall shed at the back of the property on top of an existing concrete pad (which needs to be expanded such that there is 3 feet of setback to the fence line.) The shed will be painted to match the existing exterior colors of the house: beige with dark green trim. The roof will be composite but upgraded to look like cedar shake with a 6-inch overhang.	Vizcaino 12 SW of Mountain View	7/24/2022		In Review
22244	Design Study	Change window and door schedules, addition of a new in-ground spa.	Lincoln 5 SW of 10th	7/22/2022		In Review
22243	Sign	Installation of new hanging sign for Cafe Dal Mare	Dolores 4 SE of Ocean	7/21/2022		In Review
22242	Historic Evaluation	Part of DS 22-195 - exterior updates to SFR	13th Ave 2 SE Mission St	7/20/2022		In Review
22241	Design Study	Replace existing overhead garage door with new carriage style door (swing out). Color preference is same as stained siding or same as current garage door paint.	Camino Real 3 SE of 4th	7/18/2022		In Review
22240	Design Study	Modification to previously approved front window.	San Antonio 5 SE of 8th	7/19/2022		In Review
22239		VOID, OUTSIDE OF JURISDICTION				Closed
22238	Design Study	Full interior remodel. New doors and windows. Paint exterior.	Fraser Way 2 NE of Camino Real	7/18/2022		In Review

22237	Design Study	EXISTING STRUCTURES INCLUDE: (1) ONE-STORY 1,360 SQFT SHINGLE-STYLE HOME AND (1) 240 SQFT DETACHED GARAGE. PROPOSED WORK INCLUDES: REMODEL OF (1) EXISTING BATHROOM, ENTRY, & ADDITION OF NEW BEDROOM AND ENTRYWAY AT INNER COURTYARD (158 SQFT OF NEW CONDITIONED SPACE TOTAL). (4) NEW WINDOWS, (1) NEW SKYLIGHTS, (2) NEW EXTERIOR DOORS AND (4) INTERIOR DOORS . ALL NEW EXTERIOR BUILDING ELEMENTS AND MATERIALS TO MATCH EXISTING. WORK TO INCLUDE ELECTRICAL, PLUMBING, & MECHANICAL. NO INCREASE IN OVERALL HEIGHT.	SANTE FE 3NE OF SECOND	7/15/2022		In Review
22236	Design Study	2ND FLOOR INTERIOR REMODEL THAT CONSISTS OF COMBINING AN EXISTING 942 s.f. ONE BEDROOM APARTMENT AND A 479 s.f. STUDIO INTO ONE (1421 s.f.) TWO BEDROOM APARTMENT.	San Carlos Street, 3 NE of 5th	7/14/2022		In Review
22235	Design Study	Revision to originally approved design study 21-220 for additional door and window changes.	Santa Rita 3 NE of 3rd	7/13/2022		In Review
22234	Historic Evaluation	Historic Evaluation of project consisting of a renovation and addition to SFR.	Santa Rita 2 NW of 4th	7/11/2022		Corrections Required
22233	Design Study	FULL REMODEL OF THE EXISTING HOUSE. ADDITION OF A 155 SQ/FT. SUBTERRANEAN LEVEL ALONG WITH AN ADDITION TO THE MAIN FLOOR OF 173 SQ/FT. AND A NEW 160 SQ/FT. DECK. INCLUDES NEW KITCHEN AND TWO NEW BATHS + NEW HVAC, PLUMBING AND ELECTRICAL.	Lobos Street 2 northwest of 2nd Street	3/7/2022		In Review
22232		VOID				Closed

22231	Design Study	Remove 115 sf existing square foot of deck to be considered conforming. Remove and replace deck and add square footage to square end of deck.	Dolores 2 NE of 3rd	7/5/2022		In Review
22230	Lot Merger	Merge two lots to build one single-family home across both lots	Dolores St 3 NW of 13th	7/5/2022		In Review
22229	Historic Evaluation	Replacement of existing wood entryway landing and steps to match	Camino Real 2 NE of 13th Avenue	6/27/2022		In Review
22228	Design Study	REVISE PREVIOUSLY APPROVED DESIGN STUDY PERMIT DS 20-339 FOR AN ADDITION AND REMODEL TO AN EXISTING SINGLE FAMILY RESIDENCE (HISTORIC). DEMOLISH EXISTING ROOF FRAMING/ SHINGLES AND RE-CONSTRUCT ROOF TO MATCH EXISTING.	CASANOVA 4 SE OF 9TH AVENUE	7/2/2022		In Review

Total Records: 24

8/5/2022



Building Permit Report

07/01/2022 - 07/31/2022

Permit #	Date Submitted	Date Approved	Project Description	Valuation	Permit Type	Property Location
220284	7/29/2022	8/2/2022	Remove (e) brown comp shingles and replace with new Malarkey Highlander brown comp shingles. Contact: Premo Roofing (831) 443-3605	25,980	Roofing	Torres 4 NE of 3rd
220283	7/29/2022	7/29/2022	Repair Carmel stone landing by removing existing landing and installing new in same location and size. Contact: Mahoney Masonry Inc (831) 277-0013	0	Exempt Work	SW Corner of Carmelo & 10th
220282	7/29/2022	7/29/2022	Sand, prep, stain, and paint fascia, beams, and plywood. Contact: Luxury Custom Painting (831) 884-8876	0	Exempt Work	26173 Dolores
220281	7/29/2022	8/1/2022	Route cooling water piping from pump to sanitary drain to prevent water overflow. General pump maintenance.	2,600	Plumbing	NE Corner of San Carlos & 10th
220280	8/1/2022		Remodel and addition to an existing SFR	1,200,000	Building	Scenic 3 NE of 13th

220279	7/28/2022	7/29/2022	Paint exterior of house. EXTERIOR SIDING Brand: Benjamin Moore Color: Mill Springs Blue HC-137 Finish: Exterior Matte Finish DOOR AND WINDOW CASING Brand: Benjamin Moore Color: Chantilly Lace OC-65 Finish: Satin EXTERIOR SIDE OF DOORS AND WINDOW FRAMES Brand: Benjamin Moore Color: Finish: Satin Contact: Vega Construction (415) 517-4637	0	Exempt Work	Junipero 5 NE of 2nd
220278			VOID DUE TO DESIGN STUDY SUBMISSION	0	BP Revision	
220277			VOID DUE TO DUPLICATE SUBMITTAL	0		
220276	7/28/2022		Tear off (e) shake roof & install CertainTeed Landmark TL shingles over 15 lb felt & OSB plywood. Contact: Williams Roofing Co (831) 758-2749	16,000	Roofing	Casanova 3 NE of 8th
220275	7/28/2022		Full Interior/Exterior Remodel	400,000	Building	San Carlos 7 SW of 13th
220274	7/25/2022	7/25/2022	Remove (e) wood shakes and replace with new CertainTeed Landmark TL Shingles in color Country Gray. Reroof house and garage. Contact: Rachel Premo (831) 443-3605	35,000	Roofing	Casanova 5 NE of 13th
220273	7/22/2022	7/22/2022	Exploratory demolition to determine structural details. Contact: Kevin Raph (831) 595-1414	5,000	Building	NW Corner San Antonio & 9th

220272	7/22/2022	7/22/2022	Plaster two fireplaces, replace a new toilet in the same location as a the existing, new wardrobe cabinetry, new book case in master bedroom, new closet doors to replace old, paint portion of interior. Contact: Curt Going Construction (831) 915-9625	0	Exempt Work	NW Corner of Lobos & 4th
220271	7/22/2022	7/22/2022	Replace rotten wood fence on existing side-yard interior fence. Fence is located outside of front setback and will replace approx 12'. Contact: Mike Saparov (650) 888-9251	0	Exempt Work	San Antonio 3 SE of 3th
220270	7/21/2022	7/21/2022	Repair brick planter box along 3rd Ave. Material will be reusing existing bricks to repair missing sections of 2' wall bordering walkway. Contact: Stowe Contracting (831) 884-0732	0	Exempt Work	SW Corner of Junipero & 3rd
220269	7/21/2022		Repair water damage in 40 sf bathroom, rewire entire house and garage to eliminate knob and tube wiring. Contact: DKI (831) 899-3938	10,000	Building	1st 2 NW of Torres
220268	7/20/2022		Remodel and 18 sf addition to an existing guest house.	20,000	Building	26106 Ladera Dr
220267	7/20/2022		Installation of 19 KW Generac natural gas generator. Contact: Searle Electric (831) 373-2411	7,500	Electrical	NW Corner of Monterey & 2nd
220266	7/20/2022		Enclose 63 SF deck area to create a sitting room. Related door window and roof changes.	48,000	Building	Casanova 3 NW of 9th
220265	7/19/2022		Construct a new 266 SF ADU on North-east corner of property. Contact: Gansek Inc (510) 486-1280	53,200	Building	Monte Verde 2 NE of Santa Lucia
220264	7/19/2022	7/21/2022	Removal of wall between kitchen & living room to install an island, remodel kitchen. Contact: Wright Brothers Builders Inc (510) 943-7495	67,342	Building	San Carlos 3 NE of 13th
220263	7/15/2022		Installation of 6.4 KW PV system with 16 modules and powerwall. Contact: Tesla (408) 482-6337	28,000	Electrical	Dolores 4 SW of 1st

220262	7/13/2022	7/15/2022	Exterior painting in one of four authorized colors, excluding Swiss Coffee. Contact: Will Ray (650) 814-3222	0	Exempt Work	25905 Junipero Ave
220261	7/14/2022		Install 4 ductless systems at 4 locations. Conference room, upper level office, Trading room and executive suite.	35,308	Mechanical	San Carlos 3 SW of 5th
220260	7/13/2022	8/4/2022	Installation of can lighting for lighting upgrades. Contact: Malachi Boyce Construction (650) 388-6789	25,000	Electrical	San Carlos Square, Unit 2
220259	7/13/2022		Install store-front cabinetry and other misc superficial shelving to provide store front aesthetics. No sheetrock removal, plumbing, ground disturbance, or exterior changes. Contact: Malachi Boyce Construction (650) 388-6789	0	Exempt Work	San Carlos Square, Unit 2
220258	7/12/2022	7/13/2022	Remove (e) black fiberglass shingles and replace with (n) CertainTeed Presidential TL fiberglass shingles in color Shadow Gray. Contact: Premo Roofing Co (831) 443-3605	22,850	Roofing	Carpenter 4 SE of 3rd
220257	7/12/2022	8/1/2022	Installation of a new lighting box truss system. Contact: Stages Unlimited (408) 640-0138	0	Building	NE Corner of Santa Rita & Mountain View
220256	7/11/2022	7/28/2022	Tear off (e) roof and install CertainTeed Presidential TL Shake shingles over 15 lb. felt & OSB plywood. Contact: Williams Roofing Co (831) 758-2749	19,000	Building	Perry Newberry 3 SW of 4th
220255	7/11/2022	7/20/2022	Remove 350sf of (e) palletized wood decking and install new 50 mil Durolast membrane at deck area only. Reinstall wood decking as originally installed over 50 mil Durolast. Contact: Scudder Roofing (831) 384-1500	9,236	Building	NE Corner of Torres & 10th

220254	7/8/2022		RENOVATION OF ALL GUEST ROOMS. NEW FINISHES, FIXTURES AND ACCESSORIES. RENOVATION OF PUBLIC SPACES WITH NEW FINISHES, FIXTURES, ACCESSORIES, OFFICE AND ROOM SWAP IN LOBBY AREA	4,500,000	Building	SW Corner of Camino Real & 8th

Total Records: 31

8/5/2022



Code Compliance Report

07/01/2022 - 07/31/2022

Case #	Case Type:	Status	Location	Problem Description	Date Received	Date Closed
22143	Property Maintenance	Open	same	Second floor balcony in danger of collapse	7/29/2022	
22142	Health and Safety Code Violation	Closed	San Antonio 2 SW 4th	Trash Cans not screened	7/11/2022	7/11/2022
22141	Planning Violation	Closed	Forest 4 SW of Ocean	Unpermitted construction	7/6/2022	7/6/2022
22140	Building Violation	Open	NWC Monterey and 2nd	Generator installation	7/6/2022	
22139	Property Maintenance	Closed	Monte Verde 2 SW 2nd	Unkempt work site	7/5/2022	
22138	Short-term Rental	Potential STR identified		Transient Rental	7/5/2022	
22137	Planning Violation	Open	Ocean 3 SE of San Carlos	Sign Violation	7/1/2022	
22136	Right of way Violation	Closed	Crespi 10 SE of Mountain View	Portable toilet in ROW	7/5/2022	7/6/2022

Total Records: 8

8/5/2022



Transient Rental Report

01/01/2022 - 07/31/2022

Case #	Street	Status	Date Received	Last Status Date	Date Closed
22151	Forest	1st NOV sent	7/21/2022	7/22/2022	
22146	Carmelo	1st NOV sent	7/20/2022	7/20/2022	
22138	Casanova	Potential STR identified	7/5/2022	7/5/2022	
22134	Junipero	Closed	6/28/2022	8/3/2022	8/3/2022
22133	Junipero	1st NOV sent	6/27/2022	7/1/2022	
22132	Valley Way	Closed	6/24/2022	7/5/2022	7/5/2022
22103	Dolores	Closed	5/24/2022	5/26/2022	5/26/2022
22098	Santa Rita	Closed	5/25/2022	7/20/2022	7/20/2022
22097	Carmelo	Closed	5/22/2022	6/21/2022	6/21/2022
22096	Mission	Closed	5/22/2022	7/5/2022	7/5/2022
22091	Junipero	Closed	5/15/2022	6/21/2022	6/21/2022
22090	Dolores	Closed	5/15/2022	7/6/2022	7/6/2022
22070	Junipero	Closed	4/12/2022	6/24/2022	6/24/2022
22068	N Carmelo	Closed	4/6/2022	5/3/2022	5/3/2022
22067	N San Antonio	Closed	4/5/2022	5/10/2022	5/10/2022
22063	Carmelo	Closed	3/22/2022	5/15/2022	5/15/2022
22062	Casanova	Closed	3/17/2022	3/17/2022	4/20/2022
22042	San Carlos	Closed	2/22/2022	4/5/2022	4/5/2022
22039	Ocean	Closed	2/15/2022	4/4/2022	4/4/2022
22033	Dolores	Closed	2/10/2022	2/10/2022	2/10/2022
22024	Dolores	Closed	2/3/2022	2/10/2022	2/11/2022
22013	Junipero	Closed	2/1/2022	4/11/2022	4/11/2022
22007	Lopez	Closed	1/11/2022	3/15/2022	3/15/2022

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Total Records: 23

8/5/2022



Encroachment Permit Report

07/01/2022 - 07/31/2022

Permit #	Permit Type	Date Submitted	Project Description	Property Location	Date Issued	Status
220152	Temp Ench	7/29/2022	Installation of temporary (1 year or less) handrail on public property for fall protection at the property boundary. Contact: Lyle Coe (209) 403-8186	Monte Verde 4 NW of 9th		In Review
220151	Temp Ench	7/28/2022	New pedestrian gates and rebuilding portions effected by demo to match existing site walls. Includes but is not limited to demo, new footings, stone wall, wall caps, cleaning existing walls, and grouting site walls.	NE Corner of San Antonio & Ocean		In Review
220150	Temp Ench	7/28/2022	PG&E to replace pole and trim tree. PM# 35360596. Contact: PG&E (831) 713-6019	NW Corner of Jane Powers & Lopez		In Review
220149	Temp Ench	7/28/2022	PG&E pole replacement and trim tree. PM #35363573. Contact: PG&E (831) 713-6019	Dolores 2 NW of 3rd	8/1/2022	Issued
220148	Temp Ench	7/28/2022	Temporary art installation of fiberglass hearts in downtown Carmel. Contact: Ashley Stoddard (831) 624-3877	Downtown Carmel	8/1/2022	Issued
220147	Temp Ench	7/28/2022	Repair AC patch on Torres St, 10'x6'. Contact: Conner Schivo (831) 277-0137	92' south of 1st ave on Torres	7/29/2022	Issued
220146	Temp Ench	7/28/2022	Reapr AC Patch in Street, (1) 1'x1', (1) 8'x4'. Contact: Conner Schivo (831) 277-0137	Dolores St, Between 1st and 2nd Ave	7/28/2022	Issued
220145	Temp Ench	7/22/2022	POD delivery and loading. Contact: Delyse Henning (703) 402-8571	Torres 7 SW of 10th	7/28/2022	Issued

220144	Temp Ench	7/21/2022	Cut asphalt and dig 5'x5' bell hole over sewer main. Replace approx 40', work to be done on street and property. CONDITION: PALOUS MUST REMAIN OPEN AT ALL TIMES FOR EMERGENCY VEHICLE ACCESS. Contact: JD's Plumbing (831) 394-3100	Palou 2 SE of 2nd	7/28/2022	Issued
220143	Temp Ench	7/20/2022	PG&E to trench and backfill all 5'x5' bellhole. PG&E to abandon existing gas service. PM #35355622. Contact: PG&E (408) 478-1894	San Antonio 2 NE of 13th	7/28/2022	Issued
220142	Temp Ench	7/19/2022	PG&E to trench and backfill all, PG&E to abandon existing gas service. PM# 35355378. Contact: PG&E (408) 478-1894	Carmelo 4 NW Ocean	7/19/2022	Issued
220141	Temp Ench		VOID			
220140	Temp Ench	7/20/2022	ATT Job # A02DW3X, requires accessing SB, MH, and Aerial placement, splicing fiber through existing cable	Mission & San Carlos from 7th to 8th		In Review
220139	Temp Ench	7/19/2022	Replace sewer lateral using pipe bursting. Contact: Rooter King (831) 394-5315	Lobos 2 NW of 3rd	7/19/2022	Issued
220138	Temp Ench	7/19/2022	Replace sewer line. Contact: JT Plumbing Inc (831) 632-0139	5th 2 NW of San Carlos	7/20/2022	Issued
220137	Temp Ench	7/15/2022	PG&E to install second case ground, install one more set of barrier posts and vis strip. CONDITION: COORDIANTE WITH PUBLIC WORKS FOR PARKING STALL RESERVATIONS. PM# 45356784. Contact: PG&E (831) 713-6019	SE Corner of 7th & Junipero	7/19/2022	Approved
220136	Temp Ench	7/15/2022	PG&E to excavate 4'x5' bellhole for gas maintenance. PM #45356896. Contact: PG&E (408) 510-1660	Intersection of Dolores & 2nd	7/15/2022	Issued
220135	Temp Ench	7/15/2022	Sewer lateral replacement. Contact: Easy Drains Plumbing (831) 521-6882	Torres 5 NE of 8th	7/15/2022	Approved
220134	Temp Ench	7/8/2022	PG&E to replace crossarm. PM# 31607405. Contact: PG&E (408) 478-1894	2nd & Casanova	7/11/2022	Approved

220133	Temp Ench	7/8/2022	PG&E to excavate (2) 4'x5' bellhole to replace gas service. PM# 35348696. Contact: PG&E (408) 510-1660	Mission 2 NW of 6th	7/11/2022	Issued
220132	Temp Ench	7/8/2022	PG&E to replace insulator, adjust conductor & install missing high sine (overhead electrical maintenance). PM# 31607314. Contact: PG&E (408) 478-1894	San Antonio 3 NE of 4th	7/11/2022	Issued
220131	Temp Ench	7/6/2022	PG&E to replace electrical facilities (transformer replacement). Betterment: upgrade distribution system. PM# 35328794. Contact: PG&E (408) 478-1894	Torres 2 SE of 1st	7/11/2022	Approved
220130	Driveway	7/5/2022	Repave (e) asphalt approach with new asphalt approach. CONDITION: NOT TO EXCEED WIDTH OF DRIVEWAY, 11'5".	Camino Real 4 SW of 13th	7/8/2022	Issued
220129	Temp Ench	7/5/2022	Authorization for one reserved space in front of construction site for equipment and access. CONDITION: PARKING AREA TO BE RESERVED FROM 8 - 6:30, MONDAY - SATURDAY. PARKING TO BE AVAILABLE OUTSIDE OF CONSTRUCTION HOURS. Contact: Matthew DeMars (831) 877-0513	Mission 4 NE of 10th	7/5/2022	In Review

Total Records: 24

8/5/2022



CITY OF CARMEL-BY-THE-SEA

Monthly Report

July 2022

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Alan Ward, Public Safety Director

SUBMITTED DATE: August 22, 2022

APPROVED BY: Chip Rerig, City Administrator

AMBULANCE REPORT

Summary of Carmel Fire Ambulance July Calls for Service

AMBULANCE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) ambulance calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of July 2022 the ambulance met the performance measure. The response time was 96.87% with (1) code-3 call over 5 minutes.

32 Calls for service in CBTS Average response time: 3:04 min.

32 Code 3 calls for service –One call was over 5:00 min. with a 3:04 min average response.

07/05/22; 2:13 am; (5:14 min); 4th Ave /Santa Fe St

MONTEREY FIRE REPORT

Summary of Monterey Fire July Calls for Service

FIRE PERFORMANCE MEASURE

The performance goal for Code-3 (life threatening emergency-lights & siren) fire calls with a response time of 5 minutes or less from dispatch to arrival is 95%. For the month of July 2022 the fire department was met the performance measure. The response time was 100% with (0) code-3 calls over 5 minutes.

16 total calls for service in CBTS Average response time: 3:06 min.

10 total Code-3 calls – There were no responses over 5:00 min.

BEACH FIRES

There were 15 illegal beach fires recorded during the month of July 20/22.

Request No.	Request Date & Received By	10-Day Due Date	14-Day Ext. Date	Date Completed by PSO	Requestor	Info Requested
2022-0001	07/01 mw	7/10/2022		7/8 DA	La renaissance Jewelry	CG2200068-store surveillance
2022-0002	7/8 DA	7/18/2022		7/8 DA	Lexis Nexis	CA2200257
2022-0003	07/10 mw	7/20/2022		7/22 DA	Cecily Gambrell	CG2200276
2022-0004	07/10 mw	7/20/2022		7/28 DA	Joe Eckardt	CG2200276
2022-0005	07/18/22 mw	7/28/2022		7/28 DA	David Hutchings	CG1900316, CC1100117, CG2200247, CC2000506, CG1900625, CG1900531CG19
2022-0006	07/18/22 mw	7/28/2022		07/18/22 mw	Lexis Nexis	CA2100458
2022-0007	7/22/22 DA	8/1/2022		7/22 DA	Lexis Nexis	CA2200314
2022-0008	7/9/22 CM	7/19/2022		7/28 DA	Joe Eckardt	CG2200276
2022-0009	29-Jul	8/9/2022		7/29 DA	Rebecca Cass	CG2200009, CG2200303, CG2200046

City Clerk PRA Log – July 2022

request number	Date Requested	10-day response date	records requested	requestor	date completed	notes
2022-032	7/5/2022	7/15/2022	records for the multifamily site located at 5315 Carmel Valley Road in Carmel CA 93923: -open building/zoning code violations, fire code violations, and certificate of occupancy	John Hill	7/5/2022	location out of jurisdiction/no responsive records
2022-033	7/8/2022	7/18/2022	documents related to property located at Ocean Ave 3 NE Guadalupe Street, Carmel, APN 010-033-12.	Fidelity National Law Group	7/15/2022	CPB provided response
2022-034	7/19/2022	7/29/2022	am writing to request final executed copies of 2 Carmel Ordinances pertaining to the regulation of marijuana. The Ordinances are identified as follows: Ord. 2010-02, and Ord. 2016-	Mary Pierce	7/26/2022	records sent 7/19 and 7/26
2022-035	7/28/2022	8/8/2022	Request for Planning Commission Minutes from February 10, 1928	Douglas Schmitz	8/1/2022	sent copy of PC Minutes from Feb. 9, 1928
2022-036	7/28/2022	8/8/2022	Does Carmel-by-the-Sea have an officially adopted <u>vegetation management</u> ordinance or resolution, defensible space ordinance or resolution, or real estate point of sale ordinance, resolution, or requirement?	Louise McDonald	8/11/2022	Sent copy of Ord. 2018-03, 2020-01, and referred to City's Municipal Code
2022-037	7/13/2022	7/25/2022	building permit records for the past three years at the APN 010-301-020-000 (San Antonio Ave)	Ken Yagen	7/14/2022	CPB provided response
2022-038	7/16/2022	7/26/2022	Ord. 2004-01, and Ord. 2004-02	Luke Colletti	8/3/2022	records sent 8/3
2022-039	7/22/2022	8/1/2022	RE: walkway located at Dolores St, 3 south of 5th Ave. A recent PG&E site inspection found that the walkway was repaired with asphalt. Does the city have any knowledge of who conducted this repair and when? Any Claims filed against the city regarding a fall on 5/5/22? Has the city ever received notice of concerns with the walk way or notice of other injury in this location in the past? It appears that the walkway in question has shown damage for multiple years before the 5/5/22 incident.	Sal Ramirez, PG&E	8/12/2022	sent response on 8/12



CITY OF CARMEL-BY-THE-SEA

Monthly Report

Public Works Department Report July 2022

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert M. Harary, P.E., Director of Public Works
SUBMITTED ON:	August 1, 2022
APPROVED BY:	Chip Rerig, City Administrator

Climate Committee Special Meeting of July 7, 2022

- Reviewed final edits made to the draft Climate Adaptation Plan and Climate Action Plan, accepted the Plans as complete, and requested the Plans be adopted by the City Council in August.

City Council Special Meeting of July 13, 2022

- Adopted Resolutions 2022-054, relisting streets partially funded by SB 1 to be paved into Fiscal Year 2022/23, and 2022-060 amending the adopted Capital Improvement Plan for FY 2022/23 to correct the Concrete Streets project description to meet California Transportation Commission standards.
- Adopted Resolution 2022-055, approving three change orders with Cal Coast Electric, in the amount of \$19,480, for extra work associated with construction of the Park Branch Library Generator project.
- Adopted Resolution 2022-058, awarding a Professional Services Agreement to Wallace Group for \$192,775 for Project Management for four, civil engineering-oriented capital improvement projects.
- Adopted Resolution 2022-059, authorizing the purchase of a Ravo 5E electric street sweeper from Municipal Maintenance Equipment for \$563,814 less a rebate of \$250,000 from 3CE. Issued PO.

Forest and Beach Commission Meeting of July 14, 2022

- Denied a tree pruning permit for a major oak tree branch conflicting with a carport at the northeast corner of Junipero Street and Eighth Avenue.
- Approved a tree removal permit for a pine tree causing moderate damage to a house on San Carlos Street, 3 northeast of Second Avenue.
- Following Tour of Inspection, Carmel Cares was granted approval for upgrading edging around landscaped islands along the Scenic Pathway with more substantive Carmel stones.
- Presented the results of the Scenic Pathway Bench Survey and guided recommendations for additional benches to the Planning Commission. Tentatively, F&B Commission recommendations will include: zero additional benches, if more benches, prefer variety of styles with emphasis on redwood backing, place new benches on the Ocean side of the Pathway in clusters of no more than two, and request that the Bench Policy be updated and a draft reviewed by the F&B Commission.

Traffic Safety Committee Meeting of July 20, 2022

- Reviewed the success of the new, stop-controlled intersection at Junipero Street and Seventh Avenue, and despite non-injury accidents by inattentive drivers, no changes were suggested. A trial crosswalk, across Seventh, but just west of the Stop bar, will be installed between the ADA ramps at the northwest and northeast corners, accompanied by pedestrian crossing signs and Police monitoring. This crosswalk will be reviewed at the next Committee meeting.
- Approved a pilot project to modify the sidewalk crossings of Carmelo Street, just north and south of Ocean Avenue, using crosswalks, signage, visibility pruning, boulders, and/or other measures as appropriate. Information from pilot project to be shared with engineering firm who will be designing the Concrete Street Repairs, including bike path along lower Ocean, and reviewed at next meeting.

- Denied request to install stop signs north and southbound on Dolores Street, at Sixth Avenue.
- Deferred decision on eliminating two parking spaces in front of a MST bus bench, on Junipero Street just north of Fourth Avenue, until a representative of MST attends the meeting.
- Deferred decision on installing traffic calming measures on Torres Street, north of Ocean Avenue, pending additional information from the applicant and acquisition of traffic data.

Climate Committee Meeting of July 21, 2022

- Meeting canceled.

Public Works Administration

- Administrative Analyst, Tom Ford, began on July 1st supporting the Forestry/Parks/Beach Division. Additional work will include department budgeting, volunteer groups oversight, and special projects.
- Facility Maintenance Specialist, Leo Hernandez, spent most of July serving in the National Guard at Camp Roberts.
- Developed a new, 5-year Agreement with City of Monterey for Vehicle Maintenance Services, slated for approval at the August Council meeting.
- Public Works leaders met with Nore Winter to discuss Design Guidelines for the public right-of-way.
- Met with the Police Department to discuss possible future purchase of electric ambulance and/or electric fire engineer under the Capital Improvement Plan.
- Short-listed 14+ applicants for the Maintenance Worker/forestry position.
- Director completed self-evaluation marking 5 years of service, and attended training on exceptional team leadership skills and supervising bad attitudes and negative behaviors.

Carmel Cares

- Celebrated two-year partnership with Carmel Cares and Public Works.
- Tag Team continues to promptly remove downtown graffiti in its many different forms.
- Cleaned up charcoal and debris found on beach sand, and removed ice plant along the bluffs/stairs.
- Fabricated and installed a second, high-quality housing unit for the backflow at Forest Hill Park.
- Cleared out 50 large bags of weeds and debris along both sides of lower Ocean Avenue.
- Spruced up the grounds surrounding the Park Branch Library.
- Continued to improve the Scenic Pathway and Forest Theater, and maintain Vista Lobos Park, Sunset Center grounds, and numerous landscaped medians.

Environmental Programs

- Completed draft Stormwater Ordinance updates with consultant, Dudek, and continued to work with the City Attorney's office to enhance the Ordinance primarily for clarity, enforcement, and compliance with State mandates.
- For the multi-disciplinary, \$175k Coastal Engineering Study/Beach Sand Survey projects, tentatively selected Haro/Kashunich for coastal engineering, EMC for environmental services, and EMC's subconsultant, Integral Consulting for climate change impacts. Met with these consultants requesting they form a joint team to contract with the City. Reviewed preliminary tasks for three phases of work, and City plans to apply for a non-competitive, \$100k Local Coastal Program grant to fund Phase 2.
- Developed a waiver application regarding SB 1383 compliance and posted on City website.
- Began drafting a 5-year plan for transitioning from gas-fueled to electric fleet vehicles and identifying EV charging station locations for mid and heavy-duty vehicles.
- Acacia was pruned along the bluff at the North Dunes Habitat Restoration area, improving visibility for Police patrol.
- Prepared an Annual Environmental Programs Master Work Plan/Schedule.

Facility Maintenance

- Vendor performed termite treatments for six City buildings.
- Vendor replaced damaged roof tiles on the Park Branch Library and Devendorf Park restroom.
- Vendor installed high-definition access control system for the Police Building.

- Vendor repaired and painted the exterior windows at City Hall.
- One evening, illegal graffiti was sprayed in one restroom in Forest Hill Park, and the other restroom in the park was sprayed the next evening. The following week, graffiti was sprayed in the Piccadilly Park restroom.
- A -roll-up garage bay door at Public Works was found to be structurally deficient. Alternative repairs and quotes are being sought in lieu of a very costly replacement.

Project Management (PM) for Capital Improvement Program

- Notice to Proceed issued Wallace Group to provide PM Services for 4 capital projects as follows:
 - Drainage System Repairs: Selected Neill Engineers to design this project.
 - Concrete Street Repairs: Design consultant selection in process. Will meet with TAMC to discuss Complete Street options for Ocean Avenue pedestrian/bicycle pathway.
 - MTNP Well, Tank, and Pump Removals: Began data collection and research
 - Wayfinding Signs: Identified key destinations and prepared map
- Finished a Professional Services Agreement with Ausonio, Inc. to provide Project Management Services for 9 facility renovation projects. Agreement slated for August Council meeting.
- 4Leaf was selected for PM Services for the Police Building Renovation Project, Resiliency Pilot Project and Electrical Panel Upgrades, and Construction Management for the Pavement Rehabilitation Project. Currently preparing a Professional Services Agreement slated for the September Council Meeting.
- A building permit was issued for the new, \$54k lighting box truss system for Forest Theater. The truss was manufactured, delivered, and installed. Currently undergoing structural review for permit sign off.
- Selected an environmental consultant to provide biological and permitting services for MTNP.
- Short-listed two architectural firms to prepare the Libraries Master Plan.

Street Maintenance

- Supported the July 4th Holiday events at Devendorf Park.
- With support from Carmel Area Wastewater District, a football that was completely clogging up a storm drain pipe and causing minor flooding in the Acacia Way/Flanders Way neighborhood, was cleared.
- A waterline break at a construction site near Fifth Avenue and San Carlos Street caused a significant amount of water to run across the Del Mar parking lot and create a channel in the sand across the beach. The channel was filled in the next morning, but a storm drain manhole needs to be repaired.
- Began condition inspections of all 150+ trash cans and trash/recycling containers in the Village.
- Contractor installed a bench along the Scenic Pathway near Martin Way.
- Cleared brush and made minor repairs to the Martha's Way walkway and stairs.
- Continued the annual Traffic Painting Program completing red and blue curbs in July.
- Continued making sidewalk repairs in the Downtown area.

Forestry Parks and Beach Report (Forester's Report)

- **As part of the Cal Fire grant, 108 new trees will be planted. The initial round of tree planting is planned to begin in October.**
- On August 2nd, the City Council approved the Professional Services Agreement with Davey Resources Group who will prepare the Urban Forest Management Plan, funded by the \$150k Cal Fire grant.
- Fourth of July event went smoothly with minimal damage to Devendorf Park.
- Cleared 16 intersections for Stop sign visibility and traffic sight lines.
- Repaired the footbridge at Forest Hill Park.
- Forestry staff attended Treetopia, a two-day job skills training in Vallejo.
- A Pine limb failed at the Sunset Center but caused no damage.
- Two Stop Work Orders were issued: One was at the Southwest corner of Lobos Street and Second Avenue, and the other at Ninth Avenue 2 Northeast of Lincoln Street.
- On-call landscape services bid documents are in review.

Private and Development Activities

2022 Permitted Removals and Required Planting

	Removals	Plant Upper	Plant Lower	No room for New Tree	Meets Density Recommendation	Total Number of Trees Required
January	2	1	1	0	0	2
February	14	4	5	0	3	9
March	13	4	4	0	4	8
April	7	2	5	3	2	7
May	19	8	4	3	4	12
June	11	3	1	0	6	4
July	8	2	1	4	1	3
August						
September						
October						
November						
December						
2022 Totals	74	24	21	10	20	45

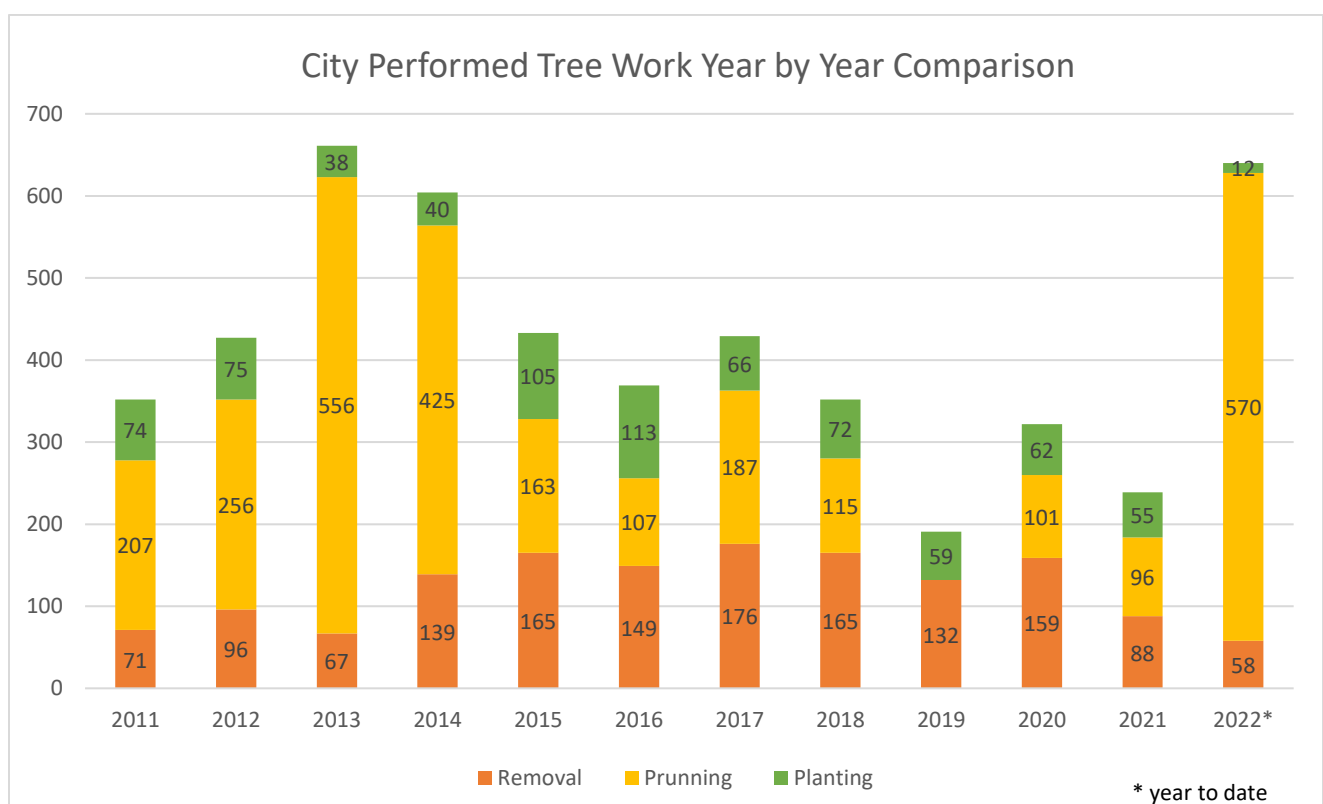
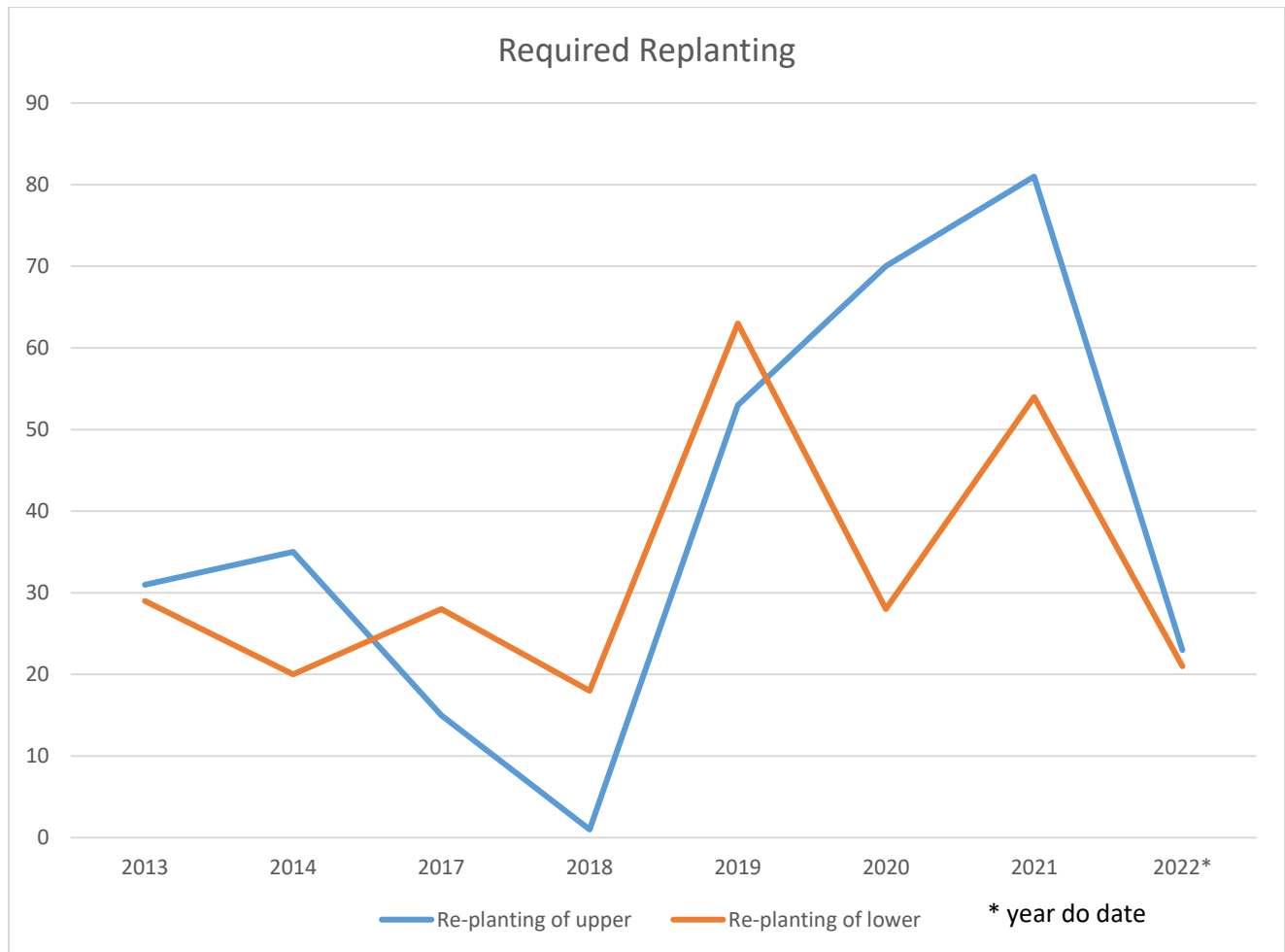
Historic Permitted Removals and Required Planting

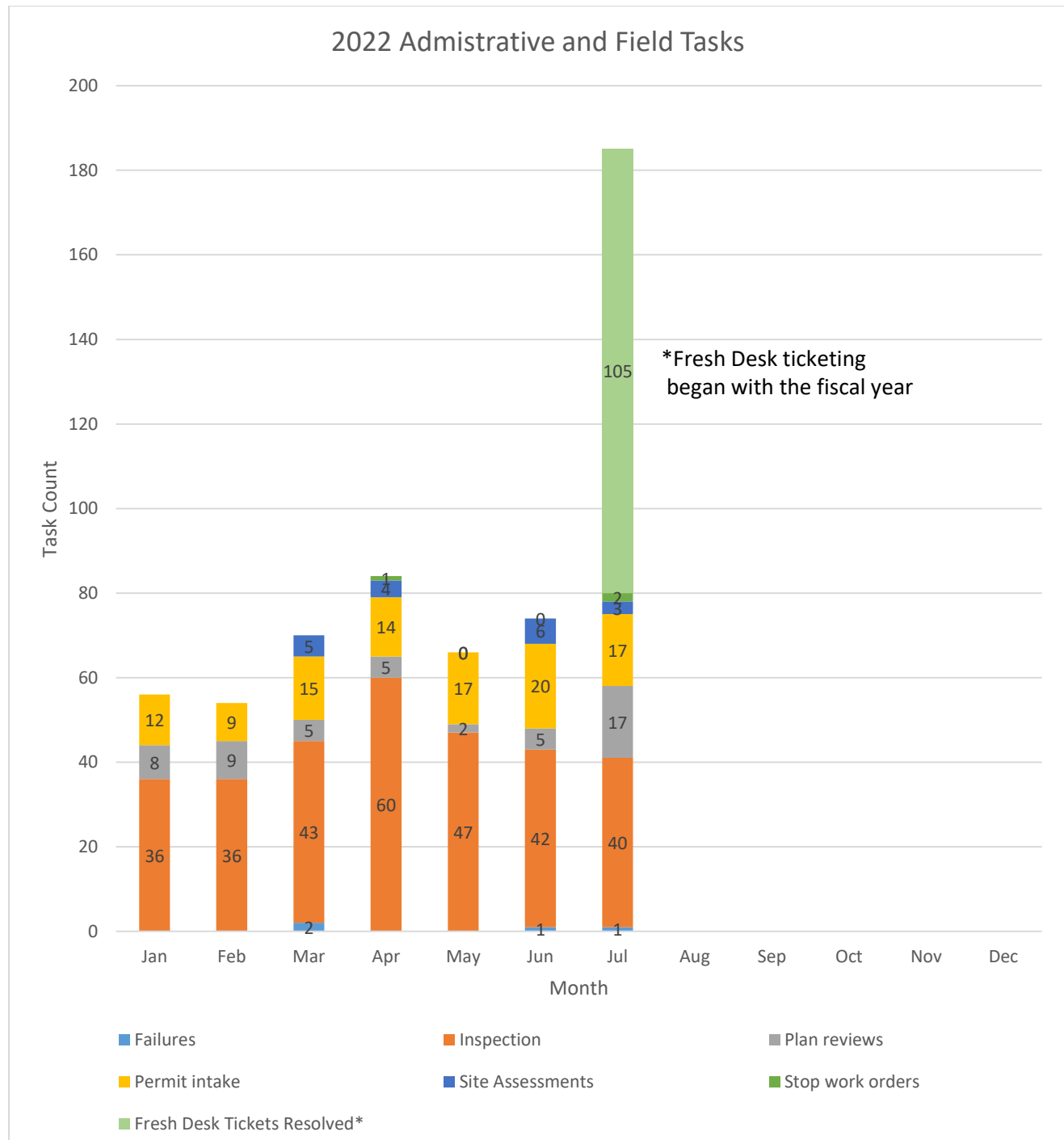
	Removal Permits	Removal of Upper	Removal of Lower	Replanting Required	Replanting of Upper	Replanting of Lower	Replanting %
2012	96			20			20.83%
2013	123	60	63	59	31	29	47.97%
2014	145	64	81	49	35	20	33.79%
2016	90			37			41.11%
2017	119	50	69	43	15	28	36.13%
2018	77	37	60	20	1	18	20.62%
2019	170	107	63	116	53	63	68.24%
2020	98	57	41	93	67	26	94.90%

	Permitted removals	Removal of upper	Removal of lower	Replanting Required	Replanting of upper	Replanting of lower	Replanting %	Applications processed
2021	204	81	123	135	81	54	66.18%	213
2022*	74	32	42	44	23	21	59.46%	106

*year to date

City Forestry, Parks, and Beach Activities





Water Conservation

The Monterey Peninsula is under Stage 1 of the Monterey Peninsula Water Conservation and Rationing Plan. Irrigation may only occur on Wednesdays and Saturdays before 9:00 am and after 5:00 pm. The duration of the irrigation may not exceed 15 minutes per zone. Even though there is a provision that allows professional gardeners to irrigate on different days, the Parks Division will lead by example and adhere to the plan's as directed.

The City has 54 water connections; these are being monitored monthly as a way to identify water waste. So far, the monitoring has discovered irrigation breaks, incorrectly-programmed irrigation clocks, and a running toilet.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 13, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brian Pierik, City Attorney

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2022-074 of the City Council of the City Of Carmel-by-the-Sea Proclaiming the Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e)

RECOMMENDATION:

Adopt Resolution 2022-074 of the City Council of the City of Carmel-by-the-Sea proclaiming the continuing need to meet by teleconference pursuant to Government Code Section 54953 (e).

BACKGROUND/SUMMARY:

All meetings of the City of Carmel-by-the-Sea legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963).

Before COVID-19, Section 54953(b) of the Brown Act allowed for teleconferencing if the public agency complied with the following requirements:

1. At least a quorum of the members of the legislative body must participate from locations within the boundaries within the jurisdiction of the local agency.
2. An agenda shall be posted at all teleconference locations.
3. Each teleconference location shall be identified in the notice and agenda of the meeting.
4. Each teleconference location shall be accessible to the public.

AB 361 amended Government Code Section 54953 and authorizes a City to allow for modified teleconferencing rules, subject to the existence of certain requirements which are listed below in this Staff Report.

Government Code section 54953(e)(1) lists the circumstances under which a local agency may use such modified teleconferencing procedures, as follows:

(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of

the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B) that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic.

The State of Emergency remains in effect and COVID-19 continues to threaten the health and lives of the public and the Delta variant is highly transmissible in indoor settings. In addition, breakthrough cases are becoming more common.

On September 22, 2021, the County of Monterey Health Department issued a Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies (see Attachment 1) which provides:

“The Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies of local agencies, to the extent possible.

Monterey County continues to experience transmission of COVID-19 locally. Physical and social distancing is still an effective measure to reduce the spread of COVID-19, especially when combined with use of face coverings, frequent hand washing, staying home when ill, testing, and vaccination with U.S. Food and Drug Administration approved or authorized COVID-19 vaccines.

Remote meetings of legislative bodies allow for the virtual participation of agency staff, presenters, and community members in safer environments, with less risk of exposure to SARS-CoV-2, the virus that causes COVID-19.

The Monterey County Health Officer will continue to monitor local metrics and the necessity of this recommendation.”

Thus, meetings of the City Council and its legislative bodies may be held pursuant to the terms of Government Code Section 54953(e)(1)(A) so long as a proclaimed state of emergency continues and state or local officials continue to impose or recommend measures to promote social distancing.

If, for some reason, state or local officials discontinue imposing or recommending measures to promote social distancing, the proposed Resolution would also authorize teleconferencing under the rules of 54953(e) so long as a proclaimed state of emergency continues.

On October 4, 2021, the City Council adopted the initial Resolution No. 2021-057 authorized by AB 361 to allow for meetings of the City Council to be held telephonically.

Government Code Section 54953 (e) (3) provides that every 30 days after teleconferencing for the first time, and every 30 days thereafter, to continue teleconferencing the City Council must state that it has reconsidered the circumstances of the state of emergency and that either of the following circumstances exist: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person or (2) State or local

officials continue to impose or recommend measures to promote social distancing. Currently, both of these circumstances continue to exist and, for that reason, the recommended action is for the City Council to adopt the attached Resolution of the City Council of the City of Carmel-by-the-Sea Proclaiming the Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e), Attachment 2 to this Staff Report.

This Resolution will authorize the City Council, and other legislative bodies of the City, to hold teleconference meetings within the requirements of AB 361, but does not prohibit the City from holding in person meetings in the future.

If the Resolution is adopted, then the City and its legislative bodies which hold teleconference meetings must follow the procedures set forth by AB 361, which include the following:

1. Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
2. The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to "address the legislative body directly." The agency does not have to provide an in-person option for the public to attend the meeting.
3. The meeting must be conducted "in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body."
4. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
5. The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make "real time" public comment.
6. Reasonable time for public comment must be provided. If the agency provides a timed public comment period, the public comment period must be left open until the time expires.
7. All votes must be taken by roll call.
8. The legislative body must approve a resolution making findings every 30 days to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

If the state of emergency ends or if the City Council decides to rescind the Resolution, then meetings of the City Council and other legislative bodies of the City must comply with the pre-COVID teleconferencing rules of 54953(b) described earlier in this Staff Report.

Without this Resolution, as noted, if a Council Member or a member of a City Board or Commission does not attend a meeting in person, then the agenda would need to be posted at the location of that person and the public would have access to that location. This Resolution (so long as Government Code Section 54953 allows) would provide flexibility to the Council, Board Members and Commissioners when meetings are held in person to attend remotely if they do not attend in person without the necessity of posting an agenda at their location and there would be no limit on the number (quorum must be physically present without this Resolution) of Council Members, Board Members and Commissioners who attend remotely. There are some public agencies in California which have adopted a Resolution authorized by AB 361 and use a "hybrid" method for attendance at meetings in which some members attend in person and other members attend remotely and the staff and public also can attend in person or remotely.

FISCAL IMPACT:

No direct fiscal impact for this action.

PRIOR CITY COUNCIL ACTION:

Adoption of Initial Resolution No.2021-057 on October 4, 2021 and continuing Resolutions at subsequent meetings of the City Council.

ATTACHMENTS:

Attachment 1) County of Monterey Health Department Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies issued September 22, 2021

Attachment 2) Resolution 2022-074



COUNTY OF MONTEREY HEALTH DEPARTMENT

Attachment 1

Elsa Mendoza Jimenez, Director of Health

Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Recommendation Regarding Social Distancing Including Remote Meetings of Legislative Bodies

Issued: September 22, 2021

The Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies of local agencies, to the extent possible.

Monterey County continues to experience transmission of COVID-19 locally. Physical and social distancing is still an effective measure to reduce the spread of COVID-19, especially when combined with use of face coverings, frequent hand washing, staying home when ill, testing, and vaccination with U.S. Food and Drug Administration approved or authorized COVID-19 vaccines.

Remote meetings of legislative bodies allow for the virtual participation of agency staff, presenters, and community members in safer environments, with less risk of exposure to SARS-CoV-2, the virus that causes COVID-19.

The Monterey County Health Officer will continue to monitor local metrics and the necessity of this recommendation.

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-074

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL- BY-THE-SEA
PROCLAIMING THE CONTINUING NEED TO MEET BY TELECONFERENCE PURSUANT
TO GOVERNMENT CODE SECTION 54953 (e)**

WHEREAS, all meetings of the City of Carmel-by-the-Sea legislative bodies are open and public as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, such State of Emergency remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of City of Carmel-by-the-Sea residents; and

WHEREAS, the Delta variant is highly transmissible in indoor settings; and

WHEREAS, breakthrough cases are becoming more common; and

WHEREAS, on October 4, 2021, the City Council adopted Resolution No. 2021-57 Proclaiming The Continuing Need To Meet By Teleconference Pursuant To Government Code Section 54953 (e).

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Carmel-by-the-Sea that:

Section 1. Imminent Risk to Health and Safety. Due to COVID-19, holding City Council and other legislative body meetings in person will present imminent risk to the health and safety to attendees.

Section 2. Findings. The City Council has reconsidered the circumstances of the state of emergency and finds that: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person and (2) The County of Monterey continues to recommend measures to promote social distancing.

Section 2. Compliance With Government Code Section 54953. The City Council and other legislative bodies will continue to meet by teleconference in accordance with Government Code section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the date of adoption of this Resolution, or (ii) such time the City Council adopts a subsequent resolution rescinding this Resolution.

Section 4. Future Resolutions. The City Council expressly reserves the right to adopt Resolutions more than 30 days after this date of adoption of this Resolution to authorize the City Council and other legislative bodies to continue to meet by teleconference in accordance with Government Code section 54953(e) provided that a State of Emergency exists as of the date of adoption of such Resolutions.

PASSED AND ADOPTED by the City Council of the City of Carmel-by-the-Sea this 13th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 13, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Robert Harary, P.E, Director of Public Works
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-075 authorizing the City Administrator to execute a Professional Services Agreement with 4Leaf, Inc. for Project Management Services, for a not-to exceed fee of \$197,780, for delivery of four Capital Improvement Projects

RECOMMENDATION:

Adopt Resolution 2022-075 authorizing the City Administrator to execute a Professional Services Agreement with 4Leaf, Inc. for Project Management Services, for a not-to exceed fee of \$197,780, for delivery of four Capital Improvement Projects.

BACKGROUND/SUMMARY:

At the May 3, 2002 meeting, the City Council approved the carry-over of 12 Fiscal Year (FY) 2021/22-funded Capital Improvement Projects, including the 2019/20 Citywide Annual Paving Project and the Police Building Renovation Project, into FY 2021/22. At the June 7, 2022 meeting, Council adopted Resolution 2022-048 approving 25 new FY 2022/23 Capital Improvement Projects, including the Additional Scope for the Police Building Renovation Project, Resilience Infrastructure Pilot Project, and the Electrical Panel Upgrade Design Project.

The prior staff report and presentation regarding the Capital Improvement Program (CIP) included a discussion of the approach to implementation with the goal of eliminating the backlog of prior projects and advancing new projects as quickly as possible. Part of that implementation strategy was to hire an in-house Project Manager; however, we have not been successful to date. Another strategy was to hire consultants to provide Project Management (PM) services. PM Services vary widely, covering management of third-party design consultant professionals, performing planning and engineering services directly, managing the public bidding and construction phases, and similar work.

Consultant Selection Process

In April 2022, requests for Statements of Qualifications (SOQs) were advertised, from San Jose to Sacramento to San Luis Obispo, seeking qualifications from consultants covering 14 professional service areas, including Project Management services. In May 2022, seven SOQs were received for PM services and independently evaluated by a Selection Committee consisting of the Public Works Director and Public

Works Superintendent. These SOQs were reviewed in consideration of all carry-over and new Capital Improvement Projects, with the following rankings:

Rank	Firm	Recommended Projects
1	Wallace Group (Awarded)	4 Civil Engineering Projects
2	Ausonio, Inc. (Awarded)	9 Facility Renovation Projects
3	4 Leaf, Inc.	PD Renovation + 3 Misc. Projects
4	Cumming Management	No Award
5	Bureau Veritas	No Award
6	CM Pros	No Award
7	Harrison Engineering	No Award

Project Awards to 4Leaf, Inc.

We are recommending award of PM Services to 4Leaf for the following four projects:

- Project 1: FY 2019/20 Citywide Annual Paving Project - Bidding and Construction
- Project 2: Police Building Renovation – Additional Scope - Design
- Project 3: Resilience Infrastructure Pilot Project - Planning and Design
- Project 4: Electrical Panel Upgrades for City Hall, Public Works, Vista Lobos, and Sunset Center - Design

4Leaf proposed a part-time Project Manager to oversee the remaining design of the Police Building Renovation Project by the Project Architect, as well as to manage the planning and design phases of the infrastructure resilience and electrical panel upgrades projects. 4Leaf also proposed a Resident Engineer to manage construction of the annual paving project. The Project Manager and Resident Engineer are well qualified to oversee these projects.

Scope of Services

For the FY 2019/20 Citywide Annual Paving Project, 4Leaf will complete and advertise the bid package, conduct the pre-construction and progress meetings, coordinate public outreach, track and administer construction progress, and conduct project closeout activities upon completion of the work. To minimize cost, construction inspection will be performed by the Public Works Superintendent.

The PD Renovation Project has experienced several major iterations over the past five years. In June 2020 at the start of the Pandemic, Council rejected bids for the prior project and unfunded the project for two years. In March 2022, Council re-appropriated \$2.0M to fund the base project, and in June 2022, Council approved an additional \$1.3M for the project to address additional functional scope, including a new EOC and community room, locker room modernization, interview room, and EV charging capability. The additional scope may require code upgrades, such as building--wide fire suppression, electrical, seismic, and/or ADA compliance upgrades, that must be evaluated and incorporated into the project if required by the building codes.

Because of the significant unknowns of the project at this time, 4Leaf will assist with determining the full scope of the project with the Architect to re-define the project scope and fee estimate, managing the design phase development and approval process, and with reviewing the final design phase and specifications. The Resilience Infrastructure Pilot Project for the PD/Public Works Complex and Vista Lobos (Project 3)

will be bundled with this project.

FISCAL IMPACT:

All Capital Improvement Projects and PM services will be charged to CIP Account Number 301-311-00-43008.

4Leaf's PM fee was negotiated at \$197,780, and includes a 10% contingency for additional work upon written authorization by the City. Their proposed hourly rates for the Project Manager and Resident Engineer have been discounted for these projects. This fee represents approximately 4.5% of the total budget for these projects as follows:

PD Renovation with Additional Scope	\$3,300,000
Citywide Paving Project	935,629 (less fees for design engineer)
Resilience Infrastructure Pilot Project Design	85,000
Electrical Panel Upgrade Design	<u>75,000</u>
Total Project Budget	\$4,395,629

Staff anticipates that an Amendment to this Agreement will be submitted to the City Council once the scope of the PD Renovation Project is further defined.

The budgets adopted for some of these projects may already be low compared to today's rapidly-escalating costs for inflation, construction labor, materials, transportation, and supply chain demand. Some of these projects could be scaled back to fit the available budget, while additional funds may be requested for others at the time that construction contracts for such projects are awarded.

PRIOR CITY COUNCIL ACTION:

At the May 3, 2002 meeting, the City Council approved the carry-over of 12 FY 2021/22-funded Capital Improvement Projects, including the 2019/20 Citywide Annual Paving Project and the Police Building Renovation Project.

At the June 7, 2022 meeting, Council adopted Resolution 2022-048 approving 25 new FY 2022/23 Capital Improvement Projects, including the Additional Scope for the Police Building Renovation Project, Resilience Infrastructure Pilot Project, and the Electrical Panel Upgrade Design Project.

ATTACHMENTS:

Attachment 1) Resolution 2022-075

Attachment 2) Professional Services Agreement with 4Leaf for Project Management Services

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR PROJECT MANAGEMENT SERVICES, FOR A NOT-TO-EXCEED FEE OF \$197,780, FOR DELIVERY OF FOUR CAPITAL IMPROVEMENT PROJECTS

WHEREAS, on May 3, 2022, the City Council approved the carry-over of 12 Fiscal Year 2021/22-funded Capital Improvement Projects including the 2019/20 Citywide Annual Paving Project, and the Policed Building Renovation Project, into FY 2022/23; and

WHEREAS, on June 7, 2022, Council adopted Resolution 2022-048 approving 25 new FY 2022/23 CIP Projects including the Additional Scope for the Police Building Renovation Project, the Resilience Infrastructure Pilot Project, and the Electrical Panel Upgrades for City Hall, Public Works, Vista Lobos, and Sunset Center; and

WHEREAS, without a project manager on staff, Project Management (PM) consultant services was introduced as an implementation strategy with the goal of eliminating the backlog of prior projects and advancing new projects as quickly as possible; and

WHEREAS, in April 2022, requests for Statements of Qualifications (SOQs) were advertised seeking qualifications from consultants covering 14 professional service areas, including PM services; and

WHEREAS, based on seven SOQs received, 4Leaf, Inc. was ranked by a selection committee as best qualified to provide PM services for the four projects identified above; and

WHEREAS, a Professional Services Agreement was prepared with 4Leaf, Inc., and the negotiated fee for PM Services of \$197,780 represents 4.5% of the total budget for these four projects.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute a Professional Services Agreement with 4Leaf, Inc. for Project Management Services, for a not-to-exceed fee of \$197,780, for delivery of four Capital Improvement Projects.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of September 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for
Project Management Services
Agreement # _____

THIS AGREEMENT is executed this ____ day of September, 2022, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and 4LEAF, Inc. (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: Project Management and Construction Management Services for the following annual paving and facility renovation-oriented Capital Improvement Program (CIP) projects.
- a. FY 2019/20 Citywide Annual Paving Project (funded in FY 2021/22 Budget) – Bidding and Construction Phases.
 - b. Police Building Renovation Project, including Additional Scope - Design.
 - c. Resilience Infrastructure Pilot Project - Planning and Design Phases
 - d. Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and Vista Lobos Facilities - Design.

The Scope of Services is attached hereto as Exhibit "A". The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:

- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.

- ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B," Key Personnel, Compensation, and Fee Schedule, which is made a part of this Agreement.
- iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.

- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Key Personnel, Compensation, and Fee Schedule (Exhibit "B"). The total fee is one hundred seventy-nine thousand eight hundred dollars (\$179,800). Supplemental Services may be requested by the City, in writing, with a limit of an additional seventeen thousand, nine hundred and eighty dollars (\$17,980). The "Maximum Authorized Expenditure" under this Agreement is One Hundred Ninety-Seven Thousand Seven Hundred and Eighty Dollars (\$197,780). The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City

for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:

- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
- ii. Invoice number and date;
- iii. A brief description of services performed for each project phase and/or task;
- iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "C").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "C"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

- iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by September 15, 2022 and must be completed by June 30, 2024 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications, or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes

and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Robert Harary, P.E.
 Title: Director of Public Works
 Address: P.O. Box CC, Carmel, CA 93921
 Telephone: (831) 620-2021
 Email: rharary@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Gene Barry, P.E.
 Title: Vice President
 Company: 4LEAF, Inc.
 Address: 2126 Rheem Drive, Pleasanton, CA 94588
 Telephone: (925) 462-5959
 Email: gbarry@4leafinc.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs,

reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. INSURANCE

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or

- b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
- iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction

of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound

professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards, and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion

thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish, or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement (“Dispute”) using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City’s Project Representative and Consultant’s Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant’s Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court’s Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the

Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations

and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state, and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator

Consultant Signature

Chip Rerig

Printed Name

Date

Gene Barry

Printed Name

Date

City Administrator

Title

Vice President

Title

4LEAF, Inc.

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Exhibit "A"	Scope of Services
Exhibit "B"	Key Personnel, Compensation, and Fee Schedule
Exhibit "C"	Project Schedule

EXHIBIT A – SCOPE OF SERVICES

4LEAF, Inc. (4LEAF) will perform the following Project Management (PM) and / or Construction Management (CM) / Resident Engineer (RE) services for the following four (4) Capital Improvement Program (CIP) projects outlined below.

Project #1. FY 2019/20 Citywide Annual Paving Project (funded in FY 2021/22 budget)

The following represents major tasks and typical responsibilities that will be associated with providing part-time Resident Engineer duties for the City of Carmel-by-the-Sea's FY 2019 / 20 Citywide Annual Paving Project. The following tasks will be performed remotely except when on-site presence is required for in-person meetings or addressing site issues. **City staff will be responsible for performing full-time Construction Inspections for the project.**

Task 1. Bid Phase

- Complete the unfinished bid package (contract documents).
- Assist the City and Design Team in advertising the project for public bidding.
- Chair a bid conference for prospective contractors (including preparing the agenda, maintaining sign-in sheets, and preparing meeting minutes),
- Work with the City and Design Team in preparing responses and clarifications to bidder questions and issuing as-needed addendum.
- Assist the City with issuing the notice to proceed (NTP) for the selected contractor.

Task 2. Pre-Construction Phase

- Attend one public meeting regarding the proposed median landscape plan.
- Set up and organize project files, construction forms, and communications documents.
- Provide as-needed assistance to City staff for verifying the contractor and subcontractor's compliance with any City permit requirements.
- Provide as-needed assistance with the City's Inspector for coordination with utility companies and other stakeholders.
- Establish coordination and communication procedures between the project team.
- Establish procedures for receiving, logging, and transmitting submittals, requests for information (RFI's) and requests for changes (RFC's).
- Coordinate with the Design Team for submittal and RFI reviews.

- Conduct community public outreach efforts, including handing out notices, and providing up to date information and construction notices regarding the project construction schedules, roadway and sidewalk closures, and construction progress updates.
- Respond to complaints from the public.
- Conduct a pre-construction conference and prepare and distribute agenda and meeting minutes to all parties.
- Confirm the contractor performs a pre-construction conditions inspection including with digital photographs and/or video.

Task 3. Construction Phase

- Conduct weekly progress meetings with the City, the contractor, the Design Team (if necessary), and other project stakeholders. We assume these weekly meetings will be conducted virtually using Microsoft Teams, Zoom, or other video conferencing platform.
- Prepare agendas and minutes to meetings, as necessary, and distribute hard copies to attendees and interested parties.
- Provide document control for all construction correspondence and contractor submittals, RFIs, activities, etc.
- Evaluate, assign, and process RFIs, submittals, CCOs, and design changes. 4LEAF assumes that the City's project's Designer of Record will remain engaged in the Project throughout construction. Our part-time Resident Engineer will receive and process all submittals, RFIs, CCOs, design changes, etc. for review and approval by the City and Design Team. Our Resident Engineer will provide an initial "sanity check" of submittals, RFIs, CCOs, etc. to confirm they are complete prior to forwarding them to the Design Team. This will streamline the document review process for all parties, preventing the Design Team from wasting their time reviewing a document package that may not meet contract requirements. The document package will be tracked via a submittal, RFI, or CCO log and status will be updated at each weekly progress meeting with "Ball in Court" status indicating whose action is required to move the document package review process along as efficiently as possible.
- Maintain communications with the City's Inspector and prepare a generalized checklist for the City Inspector to verify or confirm the following items are being maintained or addressed throughout construction:
 - measuring and documenting accurate quantities of materials placed by the contractor and utilize this information to perform a timely review of the contractor's monthly pay applications
 - monitoring and inspecting the methods, workmanship and materials used by the contractor to assure compliance with the City's contract documents

- identifying and documenting work that is not in conformance with the contract documents and work that may result in a CCO or claim
- routinely monitoring the contractor's traffic control is implemented per approved traffic control plans and inspect detour and construction signing for soil import or off haul, and material deliveries to ensure public safety
- collecting material tags to verify materials on site meet the project specifications and project submittals
- verifying that the contractor continues to provide the required notifications to the surrounding community and various project stakeholders
- tracking and documenting all approved time and materials work or force account work activities being performed by the contractor.
- developing and maintaining a punch list throughout
- monitoring the contractor's records of as-built conditions on the contract drawings and specifications.

The City's Construction Inspector will be responsible for performing the necessary inspections with general industry standards and 4LEAF does not assume any responsibility for items not identified or inspected by the City's Construction Inspector during construction activities.

- Maintain a record set of conformed contract documents with all revisions and CCO's.
- Solicit input from the City's Construction Inspector and review and make recommendations regarding payments to the contractor, including CCOs, when applicable, and make recommendations regarding any proposed changes.
- Routinely review the contractor's construction schedule, request updates as appropriate, and track delays or accelerations based on actual contractor operations.
- Routinely analyze the contractor's schedule for critical activities and review the contractor's plan to avoid or mitigate potential delays.
- Assist with problem resolution involving the flow of information between the contractor, the City, the design team.

We assume that all Quality Assurance (QA) materials testing and special inspections are being performed by others.

Task 4. Project Closeout

4LEAF's part-time Resident Engineer will work with the City's Construction Inspector to perform **Document Closeout** activities by assembling and transferring the required contract files from 4LEAF and

the City's Construction Inspector to the City when the contract is complete. Documents typically include project correspondence, CCO's, design clarifications, RFIs, submittals, the contractor's red-lined versions of the project plans, daily inspection reports and photographs, and any claims.

Project #2. Project 2A – Police Department Building Renovation Project and Project 2B – Police Building Renovation Additional Scope Project.

This project has experienced several iterations over time. The City Council has appropriated additional funds to address added functional scope [Emergency Operations Center (EOC) / community room, locker room modernization, report taking/interview rooms, electric vehicle (EV) charging capability and any required code upgrades], but a detailed analysis of the impact of these functional scope additions has not been completed. These new scope additions will most likely require code upgrades for fire protection systems and potentially other facility components. Adding further complexity is the City's desire to initiate implementation of its recently adopted Climate Action Plan by increasing the resilience profile of the Police Department / Public Works building, the Youth Center complex and potentially the Vista Lobos Facility that currently houses the City's IT Department and its equipment.

The following provides the tasks and scope of work to be performed for Project #2. **It is important to emphasize that the project itself has not yet been defined, so many of the tasks outlined below are general in nature and our best estimate of the effort that will be required. We anticipate frequent check-ins with the City as we manage the process of developing the project scope and assess the specific functional and code requirements that will ultimately come from the City's project need descriptions.**

Task 1- Develop and Negotiate Architect's Scope and Fees. 4LEAF's first task will be to perform Project Management for the development of this essential phase of the Architect's new contract. As stated above and below, this front-end project definition work is essential for the City, 4LEAF, and the Architect to define an initial project scope and current working estimate. These pieces of information are critical to gain City direction and approval for the project scope and initial budget estimate.

This front-end phase/effort by the Architect and his subconsultants is essential to adequately define the scope of the ultimate project. That scope definition will drive the scope of the ultimate Police Department building's functional upgrade requirements and associated code upgrades. Managing and identifying the impact of these changes will be necessary for accurately developing the total project scope, design costs, and a current working estimate for the required construction, equipment/furnishings, IT requirements, and swing space strategy and cost during construction. This sequential process is suggested to move the project development forward quickly and enable the City Manager and Council to make appropriate policy and budget decisions on the project as early in the process as possible. It will also reduce the probability of later surprises to the Council and Public on project costs.

This initial design effort by the consultant Architect will also assist in developing a more accurate project scope and budget for the next phase of the consultant Architect's contract for design development and the development of construction documents.

4LEAF's Project Manager will aggressively manage and coordinate Carmel staff requirements and forward input to the City's consultant Architect and work with the Architect to complete design contract amendment(s) as required during Subtask A and/or Tasks 2 and 3 below. The duration to complete this task may be impacted by the availability of the Architect's subconsultants for key engineering disciplines such as electrical, seismic, and mechanical. The electrical disciplines will be particularly critical for the resilience component of the project. The resilience component of the project will very likely require inclusion of resilience work necessary to upgrade the Public Works facility as there will be economies of scale associated with completing an integrated resilience capability. 4LEAF's Project Manager will schedule and manage periodic progress meetings with the City's consultant Architect and City staff to include agendas, meeting notes, and action items.

- **Subtask A – Manage Architect's Development of Scope and Current Working Estimate.** 4LEAF's Project Manager will manage the process for defining the Police Department building design scope including functional and code upgrades and essential maintenance backlog. We assume that the scope of improvements to the Police Department building will require upgrades based on current seismic, handicap, plumbing, fire, and electrical codes. We assume the City's consultant Architect's initial tasking will be based on these requirements, but it is possible that other facility components may require further upgrade and therefore future amendment to the Architect's contract.

4LEAF's Project Manager will manage and work with the consultant Architect to evaluate the Police Department building's essential maintenance requirements, functional upgrades, and code compliance project scope. The results of this analysis will be provided to the Public Works Director, City Manager/City Council for go/no-go direction on scope and costs. When that policy decision is received, 4LEAF will manage and work with the consultant Architect's team to develop a contract amendment, if necessary, for the Architect to provide for design development and construction documents for the project scope ultimately approved by the City.

- **Subtask B – Manage Evaluating Impact of Resilience Requirements.** 4LEAF's Project Manager will manage and work with the Architect's team to determine the impact of the resilience requirements for the Police Department building and associated facilities defined in Project #3a on the basic electrical requirements of Project 2. The electrical systems for the Police Department building and Public Works building are intertwined. The completion of the required electrical components of the Police Department building upgrade and the required resilience measures will most likely also require addressing the current maintenance and safety issues associated with the extensive roof leaks that cause rainwater to sheet down the wall where the building electrical panels are located as well as rainwater leaks at numerous points in the equipment bays.
- **Subtask C.** 4LEAF's Project Manager will manage and work with the Architect's team to determine if addressing currently failing Public Works building components such as the roof leaks and other component upgrades will be required prior to the design development of the resilience improvements necessary for supporting continuing operations and adding/increasing capacity for EV charging stations.
- **Task 2 – Manage Design Phase Development and Approval.** Following approval of the updated design scope and budget, 4LEAF's Project Manager will manage the City's consultant Architect in

completing the design of the approved project scope. 4LEAF's Project Manager will provide assistance to the City's Architect and his subconsultants in interfacing with City staff. The objective during this task will be to manage the design development, obtain Advisory Commission and City Council approvals. 4LEAF will support City staff with the preparation and presentation of the Project before the advisory bodies and City Council. This Task of design development, advisory body review and Council project and budget approval is estimated to take nine months depending on the scheduling of the various commissions and City Council meetings.

- **Task 3 – Manage Final Design Phase.** Following the City Council's approval of the project scope and budget, 4LEAF's Project Manager will work with the Architect to review and update their amended contract's scope and budget if necessary. 4LEAF will manage the process of final design development and preparation of construction drawings and associated plan checks. This task is estimated to take approximately four months after receiving a notice to proceed.

Although not included under this scope of services for PM services, 4LEAF can provide Plan Review of the various design drawing submittals as a Supplemental Service or an Amendment.

- **Task 4 – Manage Development of Contract Documents.** 4LEAF will manage the development of the contract documents (e.g. plans / specifications and bid documents) that will be prepared by the Architect.
- **Potential Future Task 5.** It is likely that the City will need to develop a strategy for the swing space that will be necessary for City staff who are occupying buildings that will be impacted during construction. The design development for implementing the swing space strategy will need to become a project in its own right. **This scope of work is not included in our current scope of work and it is too early to identify and assign a level of effort for this task until future discussions are held with various City staff.**

Project #3A – Infrastructure Resilience Pilot Project Planning and Design.

4LEAF's Project Manager will work to finalize the scope definition within the total available budget of \$85,000 for the electrical upgrades and resilience requirements for the upgrade of the Public Works / Public Safety / Public Service Complex and the Vista Lobos facility. 4LEAF's Project Manager will develop grant requests for design and construction of the identified distributed power, photo voltaic, and microgrid components; and initiate managing the design of resilience project elements.

- **Task 1 – Manage Process of Identifying Electrical Upgrades.** As part of the scope development of the Police Department building project, 4LEAF will work with the Architect's team to define which components of this project should be an integral part of the electrical work associated with the Police Department building and which items should/could be a stand-alone resiliency project. The task will run currently with Subtask B of Task 1 for Project #2.
- **Task 2 – Manage Scope Development and Conceptual Design of Public Safety Resilience Project.** After determining the stand-alone resilience scope, if any, 4LEAF will work with the Architect's sub-consultant or the City selected electrical consultant to develop the operating profile, the project scope, and conceptual designs of the required/desired resilience components. 4LEAF will work with the City to develop the functional resilience capabilities

necessary to provide the continuous operation of the Public Safety Complex such as a microgrid, storage, and distributed generation. This effort should take approximately 4 months.

- **Task 3 – Manage Development of Grant Strategy.** In conjunction with the design development process, 4LEAF will explore grant opportunities to assist in the acquisition of the desired and/or required components of the microgrid system. The acquisition of construction of the various components will likely be phased to maximize the amount of grant money available for the project. It is estimated this task may take more than one year to complete.

Project #3B – Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and the Vista Lobos Facilities

4LEAF's Project Manager will assist the City in selecting an electrical design consultant and will manage the development of the analysis of the long-term electrical demands and panel upgrades required for the Sunset Center and City Hall within the total available budget of \$75,000. As previously stated, analysis of the electrical needs for the Public Works building and the Vista Lobos Facilities is included in Project 3A. If City resources are available, we will consider the resilience needs and benefits of developing microgrids for the work to finalize the scope definition and budget for the electrical upgrades and resilience requirements for the facilities. This work will require a future amendment of our contract when the City's function resilience objectives and resource availability are better defined.

- **Task 1 – Manage Electrical Load Analysis.** Assist the City's electrical design consultant to complete the required load analysis for Sunset Center and City Hall. This task will take approximately 4 months depending upon the availability of resources and the priority of this work in comparison with the other work listed for Projects 2 and 3A. Coordinate panel upgrade needs with PG&E and the City and prepare PG&E application materials.
- **Potential Future Task 2.** Depending on the City's resilience strategy and desired outcomes, the Sunset Center complex will likely become an important component of the City's overall resilience asset set. Consideration should be given to developing the capability for the complex to operate on a microgrid. The scope of this effort is undeterminable until the City develops a more complete set of resilience objectives and a strategy for achieving those goals. If the City decides to go forward with a microgrid strategy for the Sunset Center and City Hall Complexes as part of their climate mitigation plan, 4LEAF could develop a project management strategy and level of effort for accomplishing this goal.

EXHIBIT B – KEY PERSONNEL AND FEE SCHEDULE**4LEAF Hourly Rate Sheet**

No.	Key Personnel	Role	Fully-Burdened Hourly Rates		
			07/01/2022 to 06/30/2023	07/01/2023 to 06/30/2024	07/01/2024 to 06/30/2025
1.	Gene Barry, P.E.	Principal-In-Charge	\$205.00	\$211.15	\$217.48
2.	Fred Meurer	Project Manager	\$195.00	\$200.85	\$206.88
3.	Bill Reichmuth, P.E.	Resident Engineer	\$170.00	\$175.10	\$180.35
4.	Tracy Caton	Admin. Support	\$95.00	\$97.85	\$100.79

4LEAF's fully-burdened rates include the following:

Software Yes ☒ No ☐
 Phone / Cell Yes ☒ No ☐
 Mileage (project related) Yes ☐ No ☒

Vehicles Yes ☒ No ☐
 Printing Yes ☐ No ☒
 Postage / Courier Yes ☐ No ☒

Other costs such as mileage, printing, and postage, etc. will be assessed a 10% Administrative Markup Fee.

4LEAF Total Fee Estimate

Note that the estimated Level of Effort for Projects #2, #3A, and #3B are based on limited currently available information and undefined project scopes.

Project #1. FY 2019/20 Citywide Annual Paving Project (funded in FY 2021/22 budget)

Task 1. Bid Phase.	\$7,790
Task 2. Preconstruction Phase.	\$13,400
Task 3. Construction Phase.	\$28,020
Task 4. Project Closeout.	\$6,260
Project #1 Subtotal:	\$55,470

Project #2. Project 2A – Police Department Building Renovation Project and Project 2B – Police Building Renovation Additional Scope Project.

Task 1. Develop and Negotiate Architect's Scope and Fees.	\$39,370
Task 2. Manage Design Phase Development and Approval.	\$37,030
Task 3. Manage Final Design Phase.	\$17,530
Task 4. Manage Development of Contract Documents.	\$5,050
Project #2 Subtotal:	\$98,980

Project #3A – Infrastructure Pilot Project Planning and Design.

Task 1. Manage Process of Identifying Electrical Upgrades.	\$3,910
Task 2. Manage Scope Development and Conceptual Design of Public Safety Resilience Project.	\$7,410
Task 3. Manage Development of Grant Strategy.	\$11,680
Project #3A Subtotal:	\$23,000

Project #3B – Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and the Vista Lobos Facilities

Task 1. Manage Electrical Load Analysis.	\$2,350
Project #3B Subtotal:	\$2,350

Total Fee Estimate:	\$179,800
10% Supplemental Services Upon Prior Written Approval of the City:	\$17,980
Total Not-to-Exceed Amount:	\$197,780

EXHIBIT C PRELIMINARY SCHEDULE

Project #1. FY 2019/20 Citywide Annual Paving Project (funded in FY 2021/22 budget).

Start Date: TBD.

Completion Date: TBD

Task 1 (Bid Phase). Duration: 2 months (approx.)

Task 2 (Preconstruction Phase). Duration: 3 weeks (approx.)

Task 3 (Construction Phase). Duration: 8 weeks (assumed – TBD per contractor's Baseline Schedule).

Task 4 (Post Construction). Duration: 1 week (approx.)

Project #2. Police Department Building Renovation Project and Project 2B – Police Building Renovation Additional Scope Project.

Start Date: September 2022

Estimated Completion Date: February 2024

Task 1 (Develop and Negotiate Architect's Scope and Fees). Duration: 1.5 months

Task 2 (Manage Design Phase Development and Approval). Duration: 6 to 9 months (est. – will be dependent on Architect and Design Subconsultant staffing availability)

Task 3 (Manage Final Design Phase). Duration: 4 to 6 months (est. – will be dependent on Architect and Design Subconsultant staffing availability)

Task 4 (Manage Development of Contract Documents). Duration: 2 to 4 months (est. – will be dependent on Architect and Design Subconsultant staffing availability) (est.)

Project #3A. Infrastructure Pilot Project Planning and Design.

Start Date: January 2023

Estimated Completion Date: June 2023

Task 1 (Manage Process of Identifying Electrical Upgrades). Duration: 1.5 months

Task 2 (Manage Scope Development and Conceptual Design of Public Safety Resilience Project). Duration: 1.5 months (will be dependent on information / direction provided by the City).

Task 3 (Manage Development of Grant Strategy). Duration: 1.5 months (will be dependent on availability of local / state / federal resilience funding sources).

Project #3B. Electrical Panel Upgrades for City Hall, Public Works, Sunset Center, and the Vista Lobos Facilities.

Start Date: January 2023

Estimated Completion Date: April 2023

Task 1 (Manage Electrical Load Analysis). Duration: 4 months (est. – will be dependent on Architect and Design Subconsultant staffing availability).



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Agnes Martelet, Manager, Environmental Compliance
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-076, authorizing the City Administrator to execute a Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed fee of \$71,647, to provide Stormwater Program Vector Truck Services

RECOMMENDATION:

Approve Resolution 2022-076, authorizing the City Administrator to execute a Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed fee of \$71,646, to provide stormwater Program Vector truck services through Fiscal Year 2024-2025.

BACKGROUND/SUMMARY:

The State Water Resources Control Board has designated 34 regions along the coast of California as "Areas of Special Biological Significance" (ASBS), including Carmel Bay. Special Protections of species and habitats in the ASBS area require that the City, as a discharger of stormwater runoff into the ASBS, meet stringent water quality requirements.

In order to meet these ASBS requirements, the City installed four hydrodynamic separators at the end of the drainage systems at Fourth Avenue, Ocean Avenue, Eighth Avenue, and Tenth Avenue at the entrance of the Mission Trail Nature Preserve. Hydrodynamic separators screen, separate, and trap debris, sediment, oil and grease from stormwater runoff before they are released into the ocean. In order to remain effective, hydrodynamic separators must be regularly maintained by removing accumulated material inside each unit. Due to the large size of these units, a Vector truck is needed to remove debris and sediment from hydrodynamic separators. The material removed must also be properly disposed.

The City does not have a Vector truck nor an adequate location to dispose of material removed from the hydrodynamic separators. Thus, we have been contracting with CAWD since January 2019 to conduct this debris removal work. The City also previously contracted with CAWD to conduct restaurant inspections; however, in order to streamline commercial environmental inspections and reduce contracting costs, the new Administrative Technician in the Environmental Division has taken over these inspections.

Based on the successful results of the City's partnership with CAWD on hydrodynamic separator cleaning,

staff is recommending a 3-year contract with CAWD to continue this work through Fiscal Year 2024-2025 (Attachment 2).

CAWD was selected on a sole source basis. Carmel Municipal Code Section 3.12.140 D allows for dispensing of the bid procedures when “a professional service, such as that of an attorney, accountant, architect, or specialized consultant, involves a specialized knowledge or personal skill.” CAWD has specialized equipment, including the Vactor truck and wastewater treatment facility, that allow effective cleaning of the City’s hydrodynamic separator and disposal of the removed material. Previous inquiries to other agencies, including Pacific Grove, Seaside, and Pebble Beach, indicated constraints with availability of their Vactor equipment, or issues with appropriately disposing of the collected material.

FISCAL IMPACT:

The total authorization for this Agreement will not exceed \$71,647. Work performed under this Agreement will be charged to the Public Works Environmental Compliance Division operating budget under contract services Account No. 101-119-43-42001. This year’s hydrodynamic separator cleaning (\$23,183) has already been budgeted in this account. Future years’ hydrodynamic separator cleaning (\$23,910 and \$24,554, respectively) will need to be included in the FY 2023/24 and FY 2024/25 operating budgets.

PRIOR CITY COUNCIL ACTION:

In February 2020, the City Council approved a Professional Services Agreement with CAWD to provide Stormwater Program Vactor truck and commercial inspection services through June 30, 2022.

ATTACHMENTS:

Attachment 1: Resolution 2022-076

Attachment 2: Professional Services Agreement for Stormwater Program Vactor Truck Services

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE CARMEL AREA WASTEWATER DISTRICT, FOR A NOT-TO-EXCEED FEE OF \$71,647, TO PROVIDE STORMWATER PROGRAM VACTOR TRUCK SERVICES

WHEREAS, Carmel Bay was designated as an Area of Special Biological Significance (ASBS) by the State Water Resources Control Board; and

WHEREAS, in order to meet strict ASBS requirements, the City installed four hydrodynamic separators that require regular maintenance to remove pollutants from stormwater runoff before it flows into the ocean; and

WHEREAS, the Carmel Area Wastewater District has a Vactor truck that can be used to maintain the City's hydrodynamic separators, and an appropriate location for debris disposal; and

WHEREAS, the Carmel Area Wastewater District has successfully provided Vactor truck services to the City since 2019.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute a Professional Services Agreement with the Carmel Area Wastewater District, for a not-to-exceed fee of \$71,647, to provide Stormwater Program Vactor Truck services through Fiscal Year 2024-2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT
for the
Stormwater Program Vactor Truck Services
Agreement #

THIS AGREEMENT is executed this ____ day of September, 2022, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and the Carmel Area Wastewater District, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: cleaning and removing materials from hydrodynamic separators and sediment ponds upon request by the City, typically three (3) times per year, and providing on-call vactor truck services. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement should include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:
- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
 - ii. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
 - iii. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement.

In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

- iv. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- v. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Compensation & Fee Schedule (Exhibit "B"), in a total amount not-to-exceed Seventy-One Thousand Six Hundred and Forty-seven Dollars (\$71,647.00). Such compensation is inclusive of Supplemental Services/Contingency allocated for each Fiscal Year, and is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
 - i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;

- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B “Change Orders” above. Should Consultant consider that any request or instruction from the City’s Project Representative constitutes a change in the scope of services, Consultant will advise the City’s Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant’s Compensation & Fee Schedule (Exhibit “B”).
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant’s Compensation & Fee Schedule (Exhibit “B”). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
- i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
 - iv. Consultant must include the requirements of Section 2F, “Audit and Examination of Accounts”, in all contracts with assignees or subconsultants under this Agreement.
 - v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.
- G. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant’s Fee Schedule (Exhibit “C”)

remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by September 15, 2022 and must be completed by June 30, 2025 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, “Amendment of Services (Change Orders)”, in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, “Term”, and Section 3.C, “Project Schedule”, of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit “C”. The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT’S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit “B”.
- B. **Substitution of Employees or Subconsultants:**
 - i. Consultant may not substitute any key employee or subconsultant listed in Exhibit “B” without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Agnes Martelet

Title: Environmental Compliance Manager
 Address: PO Box CC, Carmel-by-the-Sea, CA 93921
 Telephone: (831) 620-2078
 Email: amartelet@cbts.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Daryl Lauer
 Title: Collections Superintendent
 Company: Carmel Area Wastewater District
 Address: 3945 Rio Rd, Carmel-by-the-Sea, CA 93922
 Telephone: (831) 257-0434
 Email: Lauer@cawd.org

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
 - iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

- b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.

- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work.

If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination

of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California

Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from

the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;

- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover

reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.

- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator Signature

Consultant Signature

Chip Rerig

Printed Name

Date

Printed Name

Date

City Administrator

Title

Title

Carmel Area Wastewater District

Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Attachments:

- Exhibit "A" Scope of Services
- Exhibit "B" Compensation and Fee Schedule
- Exhibit "C" Project Schedule

AGREEMENT FOR STORMWATER PROGRAM
VACTOR TRUCK SERVICES
Exhibit A – Scope of Services

Tasks 1 (FY2022-23), 2 (FY 2023-24) and 3 (FY2024-25): Hydrodynamic Separator Cleaning Support Services

Upon request by the City, CAWD crews will use their Vactor truck to provide cleaning services for the City's four (4) hydrodynamic separators and nine (9) sediment ponds. CAWD will properly dispose of the debris collected at the CAWD wastewater treatment facility, in accordance with State and Federal Regulations.

During a typical rain year, the City needs to clean out hydrodynamic separators at least three times. The City will notify CAWD staff for hydrodynamic separator and sediment pond cleaning and allow up to one month to complete cleaning of all 13 facilities. CAWD staff will notify and document all work performed, including depth to debris before cleaning and tonnage of debris removed from each hydrodynamic separator.

CAWD will also provide catch basin cleaning on an on-call, as-needed, basis. Should CAWD be involved in a District-related emergency at the time of the request, CAWD staff will respond as soon as crews become available to the needs of the City.

AGREEMENT FOR STORMWATER PROGRAM
VACTOR TRUCK SERVICES
Exhibit B - Fee Schedule

Cost Element	Units	Cost per	Cost
Task 1: Hydrodynamic Separator Cleaning Support Services FY 2022-23			
CAWD Labor & Equipment (3 quarter)	96 hours	\$192.32	\$18,463
Disposal of debris (3 quarters)	36 tons	\$67	\$2,412
Supplemental Services (additional vactor support)	12 hours	\$192.32	\$2,308
Subtotal			\$23,183
Cost Element	Units	Cost per	Cost
Task 2: Hydrodynamic Separator Cleaning Support Services FY 2023-24			
CAWD Labor & Equipment (3 quarters)	96 hours	\$199.05	\$19,109
Disposal of debris (3 quarters)	36 tons	\$67	\$2,412
Supplemental Services (additional vactor support)	12 hours	\$199.05	\$2,389
Subtotal			\$23,910
Cost Element	Units	Cost per	Cost
Task 3: Hydrodynamic Separator Cleaning Support Services FY 2024-25			
CAWD Labor & Equipment (3 quarters)	96 hours	\$205.02	\$19,682
Disposal of debris (3 quarters)	36 tons	\$67	\$2,412
Supplemental Services (additional vactor support)	12 hours	\$205.02	\$2,460
Subtotal			\$24,554
GRAND TOTAL NOT-TO-EXCEED			\$71,647

AGREEMENT FOR STORMWATER PROGRAM
VACTOR TRUCK SERVICES

Attachment 2

Exhibit C - Project Schedule

During a typical rain year, the City needs to clean out hydrodynamic separators at least 3 times per year. When the City identifies the need for hydrodynamic separator and sediment basin cleaning and requests cleaning service from CAWD, a cleaning schedule will be agreed upon by the City and CAWD prior to initiation of requested activities. Hydrodynamic separator and sediment basin cleaning will be scheduled during normal business hours, Monday thru Friday, 8 am to 5 pm.

On-call emergency overflow response or catch basin cleaning may also be requested after hours from time to time.

Task #	Task Name	Schedule
1	On-call Hydrodynamic Separator and Sediment Basin Cleaning	September 2022-June 2023
2	On-call Hydrodynamic Separator and Sediment Basin Cleaning	September 2023-June 2024
3	On-call Hydrodynamic Separator and Sediment Basin Cleaning	September 2024-June 2025



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2022-077 rescinding Resolution 2020-056 and re-establishing the list of designated classifications and the disclosure categories of the City's Conflict of Interest Code

RECOMMENDATION:

Adopt Resolution 2022-077 rescinding Resolution 2020-056 and re-establishing the list of designated classifications and the disclosure categories of the City's Conflict of Interest Code.

BACKGROUND/SUMMARY:

The purpose of the Political Reform Act (Government Code Sections 81000 et seq.) is to prevent conflicts of interest through disclosure and disqualification. To facilitate this goal, the Political Reform Act requires that public officials disclose their personal financial interests upon assuming office, annually while serving in office, and again upon leaving office. Disclosure is made on a form called a "Statement of Economic Interests" (Form 700). Filed forms are public documents that must be made available to anyone who requests them. Government Code Section 87200 requires that the following City officers file Statements of Economic Interests with the City Clerk:

- Mayor
- City Council Members
- City Administrator
- City Attorney
- City Treasurer
- Candidates for City Council
- Planning Commissioners

In addition to the above referenced positions that are required by State Law to file Form 700s, the Political Reform Act mandates that local agencies adopt a Conflict of Interest Code that designates Commission/Committee members and City Employees who are also required to file Form 700s because they could foreseeably make or participate in making governmental decisions that could affect their private financial interests. The Act requires that the Conflict of Interest Codes establish disclosure categories for each designated position that tailors the disclosure requirements to the types of governmental decision a

person holding that position could make.

Government Code Section 87306.5 requires that that in every even numbered year the code reviewing body (City Council) review the code and if a change is deemed necessary, amend the City's Conflict of Interest Code. To comply with this regulation, staff has reviewed the current list of City positions and job descriptions, and has deemed the attached list of positions as designated filers with corresponding disclosure categories (Exhibit A). Adopting Resolution 2022-077 will rescind the previous Conflict of Interest Code and update it with the current positions listed in Exhibit A.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

Resolution 2020-056 adopted September 1, 2020

ATTACHMENTS:

Attachment 1) Resolution 2022-077 - Biennial Conflict of Interest Code Update

Attachment 2) Exhibit A - Conflict of Interest Code Designated Filers

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-077

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
RESCINDING RESOLUTION 2020-056 AND RE-ESTABLISHING THE LIST OF
DESIGNATED CLASSIFICATIONS AND THE DISCLOSURE CATEGORIES OF THE
CITY'S CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act requires local government agencies to review its Conflict of Interest Code biennially; and

WHEREAS, the City Council of the City of Carmel-by-the-Sea, (the "City Council"), previously adopted Resolution No. 2020-056 on September 1, 2020, thereby amending the List of Designated Employee Classifications of the Conflict of Interest Code; and

WHEREAS, Section 87307 of the Government Code provides that an agency may at any time amend its Conflict of Interest Code; and

WHEREAS, the City Council has determined that it is necessary to further revise the List of Designated Classification and Disclosure Categories to reflect current classifications and titles.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

1) Rescind and supersede all previously adopted Resolutions and amendments thereto approving or adopting Conflict of Interest Codes for the City of Carmel-by-the-Sea.

2) Approve and adopt Exhibit A in which officials and employees are designated and disclosure categories are set forth, which constitutes the Conflict of Interest Code for the City of Carmel-by-the-Sea.

3) Require all designated officials and employees file Statements of Economic Interests with the City Clerk, who will make the statements available for public inspection and reproduction.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter

Mayor

Nova Romero, MMC

City Clerk

EXHIBIT A

DESIGNATED OFFICIALS, EMPLOYEES, AND CONSULTANTS

The following positions are required to file Fair Political Practices Commission (FPPC) Form 700 pursuant to the Government Code Section 87200:

- Mayor
- Council Members
- City Administrator
- City Attorney
- City Treasurer
- Candidates for Elective Office
- Planning Commissioners

All designated officials, employees, and consultants shall file Statements of Economic Interests with the City Clerk and shall file statements based on disclosure categories as described herein.

LIST OF DESIGNATED EMPLOYEE CLASSIFICATION AND DISCLOSURE CATEGORIES

The following positions are required to file Statements of Economic Interest pursuant to the Political Reform Act of 1974:

Accountant; 1, 2

Administrative Analyst; 1, 2

Assistant City Administrator; 1, 2

Assistant Planner; 1, 2, 3, 4

Board/Commission Member; 1

Building Inspector; 1, 2, 3, 4

Building Official; 1, 2, 3, 4

City Administrator; 1

City Attorney; 1

City Clerk; 1, 2

City Council Member; 1

City Forester; 1, 2

Community Planning and Building Director; 1, 2, 3, 4

Director of Budgets and Contracts; 1, 2

Director of Public Works; 1, 2, 3, 4

Finance Manager; 1, 2

Finance Specialist; 1, 2

Head Reference Librarian; 1, 2

Information Systems/Network Manager; 2

Library Circulation Supervisor; 1, 2

Librarian II; 1, 2

Library and Community Activities Director; 1, 2

Local History Librarian; 1, 2

Mayor; 1

Police Commander; 1, 2

Principal Planner; 1, 2, 3, 4

Project Manager; 1, 2, 3, 4

Public Safety Director; 1, 2

Public Works Superintendent; 1, 2, 3, 4

Senior Human Resources Analyst; 1, 2

Senior Planner; 1, 2, 3, 4

Youth Services Librarian; 1, 2

An individual is a consultant if the person either serves in a staff capacity with the agency or performs the same or substantially the same duties for an agency that would otherwise be performed by a person holding a position specified or that should be specified in the City's Conflict of Interest Code.

The City Administrator will determine if a consultant is required to file a Statement of Economic Interest and will determine the appropriate disclosure category based on the scope of the consultant agreement. The City Administrator may determine that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements described in this code.

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic investments that the designated position must disclose for each disclosure category to which he or she is assigned. Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business in the jurisdiction of the City.

1. All investments and business positions in business entities, sources of income, and interests in real property.
2. Investments and business positions in business entities, and sources of income from entities providing supplies, services, equipment, or machinery of the types used by the designated employee's unit.
3. Investments and business positions in business entities, and income from sources engaged in construction, building, or material supply.
4. Investments and business positions in, and income from sources engaged in the construction of public works projects.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 13, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2022-078 authorizing the City Administrator to execute an agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2022 to June 30, 2023 in an amount not to exceed \$210,010

RECOMMENDATION:

Adopt Resolution 2022-078 authorizing the City Administrator to execute an agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2022 to June 30, 2023 in an amount not to exceed \$210,010.

BACKGROUND/SUMMARY:

The purpose of this agenda item is for Council to authorize the City Administrator to execute an agreement with the Monterey County Destination Marketing Organization Inc., dba Monterey County Convention and Visitors Bureau (MCCVB) for destination marketing for Fiscal Year 2022-2023. The City has historically collaborated with MCCVB to manage visitors, including promoting overnight stays within the Village during mid-week and off-season. MCCVB has specialized expertise and experience in destination marketing of the Monterey Peninsula, which includes the City of Carmel-by-the-Sea.

The Carmel Municipal Code requires Council approve agreements with a value of \$25,000 or more. The proposed agreement with MCCVB is for an amount not to exceed \$200,010.

FISCAL IMPACT:

The Adopted Fiscal Year 2022-2023 Budget includes funding for MCCVB. The amount of the funding is based upon 3% of the City's Fiscal Year 2022-2023 budgeted transient occupancy tax revenue of \$6.7 million.

PRIOR CITY COUNCIL ACTION:

Council adopted the FY 22-23 budget on June 7, 2022, via Resolution 2022-048, approving funding for MCCVB in the amount of \$200,010.

Council adopted a similar agreement with MCCVB in 2021 for an amount not to exceed \$160,007, via Resolution 2021-039.

ATTACHMENTS:

Attachment 1) Resolution 2022-078 MCCVB

Attachment 2) Exhibit A - Contract for Services MCCVB FY 22-23

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE MONTEREY COUNTY CONVENTION AND VISITORS BUREAU FOR DESTINATION MARKETING FOR THE TERM OF JULY 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT NOT TO EXCEED \$200,010

WHEREAS, transient occupancy tax and sales and use tax contribute to the City of Carmel-by-the-Sea's revenue sources and are heavily influenced by tourism; and

WHEREAS, the Monterey County Convention and Visitors Bureau possesses specialized knowledge and benefits from economy of scale in advertising and other marketing efforts in order to promote tourism within the Monterey Peninsula region and the City of Carmel-by-the-Sea; and

WHEREAS, in accordance with the Carmel Municipal Code, contracts of \$25,000 or more require Council approval, and

WHEREAS, a true copy of the Agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the Term of July 1, 2022 to June 30, 2023 is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute an agreement with the Monterey County Convention and Visitors Bureau for destination marketing for the term of July 1, 2022 through June 30, 2023 in an amount not to exceed \$200,010.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

Exhibit A – Coversheet

Agreement with the Monterey County Convention and Visitors Bureau for Destination Marketing for the term of July 1, 2022 to June 30, 2023 (see attached)

PROFESSIONAL SERVICES AGREEMENT
Monterey County Convention and Visitors Bureau
Destination Marketing Services

THIS AGREEMENT is executed this ____ day of August 2022, by and between the City of Carmel-by-the-Sea, a municipal corporation, (hereinafter "City"), and Monterey County Destination Marketing Organization Inc., dba Monterey County Convention and Visitors Bureau, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage the Monterey County Convention and Visitors Bureau (MCCVB) to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: **to create interest, visitation and drive overnight stays within the City:**
- i. Stimulate interest in key feeder markets as mutually agreed to encourage visits to Carmel-by-the-Sea
 - ii. Marketing through advertising, promotions and social media to promote Carmel-by-the-Sea
 - iii. Promoting Carmel-by-the-Sea hotels, inns and lodging establishments on MCCVB's website
 - iv. Provide semi-annual reports highlighting MCCVB's web and digital activity and media relations as they pertain to Carmel-by-the-Sea and the economic impact of MCCVB's performance to the City.

Consultant agrees to all of the following:

- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under

this Agreement is the President/CEO of the Monterey County Convention and Visitors Bureau.

- iii. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- iv. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

- d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement a total amount not-to-exceed **Two Hundred Thousand and Ten Dollars (\$200,010.00)**. Such compensation is the "Maximum Authorized Expenditure" under this Agreement. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City quarterly written invoices to the City's Project Representative, identified in Section 5 below. Consultant's invoices must include, but are not limited to, the following information:
 - i. Invoice number and date;
 - ii. A brief description of services performed;
 - iii. The total amount due for the period covered by this invoice

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing,

within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.

D. Audit and Examination of Accounts:

- i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City.
- iv. Consultant must include the requirements of Section 2D, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by July 1, 2022 and must be completed by June 30, 2023, unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term" of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

B. Independent Contractor:

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Chip Rerig
 Title: City Administrator
 Address: P.O. Box CC, Carmel-by-the-Sea, CA 93921
 Telephone: 831.620.2058
 Email: crerig@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Rob O'Keefe
 Title: President/CEO
 Company: Monterey County Convention and Visitors Bureau
 Address: P.O. Box 1770, Monterey, CA 93942
 Telephone: 831.657.6425
 Email: Rob@seemonterey.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. INSURANCE

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. **Commercial General Liability Insurance** including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
 - iii. The general liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
 - iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance

promptly after any change is made in any insurance policy that would alter the information on the certificate then on file.

- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS: Consultant agrees to the following performance standards for the term of the Agreement:

- i. MCCVB will collaborate with the City and Visit Carmel on the development and implementation of visitor marketing campaigns focused on safe, responsible and respectful travel, including the "Love Carmel Like a Local" campaign
- ii. MCCVB will work with Visit Carmel to cross-promote Carmel-by-the-Sea in at least one focused owned media post per quarter
- iii. MCCVB will include Carmel-by-the-Sea within its 2022-23 group marketing programs
- iv. MCCVB will include Carmel-by-the-Sea within its 2022-23 earned media programs
- v. MCCVB will attend Visit Carmel Board Meetings as requested and also hold up to four 30 minute "working sessions" as requested with Visit Carmel to gauge progress in meeting objectives and make adjustments in marketing strategies as needed
- vi. Visit Carmel Executive Director will hold a position on MCCVB Marketing committee
- vii. MCCVB will make a concerted effort to maintain up-to-date and accurate information about Carmel-by-the-Sea and its tourism-based businesses on MCCVB's website and in print and digital materials
- viii. MCCVB will highlight events at the Sunset Center upon its re-opening by supporting Sunset Center events in the online event calendar as information is available and include the Sunset Center as a venue for performances, meetings and conferences and wedding and special events on MCCVB's website and marketing materials

9. OWNERSHIP AND USE OF MATERIALS

- A. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

10. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

11. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

12. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the Mayor or Mayor Pro Tempore, and the Consultant's Chair of the Board of Directors, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Mayor or Mayor Pro Tempore pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that

may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

13. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising

from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

14. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

15. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate on the basis of class of persons protected under California and federal law, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants or Cities/Jurisdictions for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

- N. Laws. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

City Administrator Signature

Chip Rerig
Printed Name

Date: _____

City Administrator
Title

Rob O'Keefe
Printed Name

Date: _____

President/CEO
Title

Monterey County Destination Marketing
Organization Inc. dba Monterey County
Convention and Visitors Bureau
Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

Attest: _____
Nova Romero, City Clerk

Date: _____



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Maxine Gullo, Ass't. City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution 2022-079 authorizing the City Administrator to execute Amendment No. 2 to a Professional Services Agreement with Municipal Resource Group, LLC for a not-to-exceed amount of Forty-Six Thousand and Fifty Dollars (\$46,050.00) and modify the scope of work, therein, by requiring additional services.

RECOMMENDATION:

Adopt Resolution 2022-079 authorizing the City Administrator to execute Amendment No. 2 to a Professional Services Agreement with Municipal Resource Group, LLC for a not-to-exceed amount of Forty-Six Thousand and Fifty Dollars (\$46,050.00) and modify the scope of work, therein, by requiring additional services.

BACKGROUND/SUMMARY:

The City utilizes a variety of consultants to assist and facilitate the development of complex projects impacting the quality of life within the City, especially with projects that require significant experience and expertise scoping fundamental processes. The City Administrator entered into an agreement with Municipal Resource Group, LLC on May 24, 2022 for a not-to-exceed cost of Fifteen Thousand Dollars (\$15,000) for a Public Works Assessment with an end date of June 30, 2023. In addition, Municipal Resource Group, LLC is providing project development services for the initial planning of a parking management program and initial data gathering and recommendations for an ambulance consolidation project and amendment no. 1 was approved during the July 13, 2022 Council meeting to increase the not-to-exceed amount to Thirty-Nine Thousand Hundred and Seventy-Five Dollars (\$39,975.00).

City Council provided direction to staff to coordinate the facilitation for the City Administrator's evaluation process. Over the last several years, MRG has facilitated this process and the City Council has selected MRG to facilitate the City Administrator's annual performance evaluation. Due to the need for additional consulting services for the facilitation services for the City Administrator annual evaluation, the not-to-exceed amount will increase to Forty-Six Thousand and Fifty Dollars.

According to the Carmel-by-the-Sea Municipal Code, contracts exceeding Twenty-Four Thousand Nine Hundred and Ninety-Nine Dollars (\$24,999.000) shall be entered into only by Council authorization. The proposed recommendation for City Council consideration is to authorize the City Administrator to execute

Amendment No. 2 to the existing agreement with Municipal Resource Group, LLC that will increase it by an additional Six Thousand and Seventy-Five Dollars (\$6,075.00) for a new not-to-exceed amount of Forty-Six Thousand and Fifty Dollars (\$46,050.00) with an end date of June 30, 2023.

FISCAL IMPACT:

The \$6,075.00 is budgeted in the City Administration (101-111-10-42001) FY 22/23 operating budget.

PRIOR CITY COUNCIL ACTION:

Approved Resolution 2022-056 Authorizing the City Administrator to Execute Amendment No. 1 to a Professional Services Agreement with Municipal Resource Group, LLC for a not-to-exceed amount of Thirty- Nine Thousand, Nine Hundred and Seventy-Five dollars (\$39,975) and extending the term through June 30, 2023 for project development consulting services

ATTACHMENTS:

Attachment 1) Resolution 2022-079 MRG Agreement

Attachment 2) Exhibit A - Amendment No. 2

Attachment 3) Exhibit B - Scope of Services

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

Attachment 1

RESOLUTION NO. 2022-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL RESOURCE GROUP, LLC FOR CONSULTING SERVICES FOR A NOT-TO-EXCEED AMOUNT OF FORTY-SIX THOUSAND AND FIFTY DOLLARS (46,050.00)

WHEREAS, on May 24, 2022 the City Administrator entered into a Professional Services Agreement with Municipal Resource Group, LLC for project development consulting services in the amount of Fifteen Thousand Dollars (\$15,000) for a Public Works Assessment; and

WHEREAS, due to the scope and complexity of the additional consulting services of developing an initial parking management program for review and initial data gathering and recommendation for an ambulance consolidation project, the City Administrator authorized Amendment No. 1 to increase the not-to-exceed amount to Thirty-Nine Thousand Nine Hundred and Seventy-Five Dollars (\$39,975.00) and extend the contract term through June 30, 2023; and

WHEREAS, the City Council conducts an annual review and evaluation of the City Administrator; the City shall require the continued consulting services of Municipal Resource Group, LLC for its expertise in facilitating evaluation processes of Council-appointed positions; and

WHEREAS, the funding beyond the original Professional Services Agreement and Amendment No.1 will be exceeded for continued services; and

WHEREAS, the Carmel-by-the-Sea Municipal Code requires contracts exceeding Twenty-Four Thousand Nine Hundred and Ninety-Nine Dollars (\$24,999.00) to be entered into only by Council authorization.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute Amendment No.2 to the Professional Services Agreement with Municipal Resource Group, LLC for continued consulting services in the amount of Six Thousand and Seventy-Five Dollars (\$6,075.00) for a new not-to-exceed amount of Forty-Six Thousand and Fifty Dollars (\$46,050.00). (**Exhibit A**)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

AMENDMENT NO. 2
AGREEMENT NUMBER 95-21-22

**Project Consulting Services –
Facilitating Annual Evaluation of the City Administrator**

1. This amendment (the “Amendment”) is made **by City of Carmel-by-the-Sea and Municipal Resource Group, LLC (“Consultant”)**, parties to agreement 95-21-22 (the “Agreement”) executed **on May 24, 2022.**

2. The Agreement is amended as follows:

a. Section 1.A (Scope of Services) is amended and restated as follows:

Consultant agrees to provide to the City, as the scope of services (“Scope of Services”) under this Agreement, the following: Public Works Organization Assessment and individual or group coaching, division training and/or conflict resolution and relationship building; project development services for the initial planning of a business district paid parking program and initial data gathering and recommendations for ambulance consolidation project; and facilitation of Council’s evaluation process for the City Administrator’s annual evaluation. The Scope of Services is attached hereto as “EXHIBIT B”. The Scope of Services under this Agreement should include but not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto.

b. Section 2.A (Compensation) of the Agreement is amended and restated as follows:

Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant’s Compensation & Fee Schedule (“EXHIBIT B”), in a total amount not-to-exceed Forty-Six Thousand and Fifty Dollars (\$46,050.00). Such compensation is the “Maximum Authorized Expenditure” under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budget amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the services have been satisfactorily performed.

3. Except as set forth in this Amendment, the Agreements is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void, or unenforceable provision.

Evaluation Process:

- *Customize process to reflect the needs of the City Council:* Nadine will work with the Council contact to gain insight concerning high-level performance expectations, and to customize the process.
- *Gather insight and input from each Council member:* We utilize an online tool for use as a starting point;
- *Secure comprehensive self-evaluation documents* from City Administrator;
- *Interview each Council member individually via video conferencing*, in a manner that meets their time requirements;
- *Develop comprehensive draft summary* including the perspectives of all members, integrated into common “themes” and goals that give consistent feedback and speak with one voice where possible;
- *Review and gain consensus of draft evaluation and goals* in a virtual Closed Session with City Council – clarify what is going well, areas for further development and a road map to achieve the desired performance objectives.
- *Finalize and deliver evaluation summary.* Meet with appointed officials to assist them in developing an action plan to meet the Council identified expectations.

Project fees:

MRG estimates the professional consulting fee to conduct the City Administrator's evaluation is \$6,075. The project will include up to 27 hours at \$225/hour. All meetings will be conducted via telephone or video conferencing. MRG will invoice for actual hours incurred on the project. This estimate is valid for 60 days from the date proposed.

Additional work not contemplated in this proposal will be billed at \$225 per hour and will begin only after agreed upon between the City and MRG.

MRG prefers invoices to be paid electronically. Please contact Barbara Bullock for ACH information and to provide your agency form with your preferred Accounts Payable email for invoice delivery. Barbara can be reached at bbullock@solutions-mrg.com.

If paying by check, please remit to the address below:

Municipal Resource Group, LLC
PO Box 561



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

September 13, 2022
CONSENT AGENDA

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Adopt Resolution 2022-080 authorizing the City Administrator to modify the job description for Police Officer

RECOMMENDATION:

Adopt Resolution 2022-080 authorizing the City Administrator to modify the job description for Police Officer.

BACKGROUND/SUMMARY:

The City's labor team consisting of the City Administrator (Chip Rerig), former Interim Public Safety Director (Brian Uhler), Community Planning and Building Director (Brandon Swanson), and Sr. Human Resources Analyst (Jane Wilson) and the POA negotiation team embarked on a bold change model as part of the labor negotiation process with the Police Officers Association. As a result, the Police Officer job description needs modification to more closely match new, higher-level duties that are part of a "Reduced Staffing Pilot Bonus" program.

The recrafted Memorandum of Understanding (MOU) for the Police Officers Association is also on this agenda for approval. The "higher level" functions, which are part of the MOU which provide for additional payments to Officers will allow the department to reduce staffing levels. These duties, which are reflected in the revised job description, attached to this report include variety of functions that are typically not a part of a typical Police Officer's duties include the following:

- Mental health response skills
- Community policing/problem solving
- Field leadership responsibilities
- Detective-level capacity by patrol officers
- Special event coordination duties
- Crime scene leadership
- Press relations

In accordance with (Carmel-by-the-Sea Municipal Code 2.52.040 (D)) the City Council approves funding of positions, job descriptions and salaries and the City Administrator proposes new positions to the City Council. Although this is not a newly created position, there are substantial changes to the job description

and is part of the negotiation process. The salary and funding issues are discussed in a separate item which includes approval of the MOU.

FISCAL IMPACT:

No fiscal impact to the modifying the job description. The salary and funding issues are discussed in a separate item which includes approval of the MOU.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2022-080 Police Officer Job Description

Attachment 2) Exhibit A - Job Description - Police Officer Reduced Staffing Model

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-080

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO MODIFY THE JOB DESCRIPTION FOR
POLICE OFFICER (REDUCED STAFFING MODEL)**

WHEREAS, since January 2022, the City of Carmel-by-the-Sea's labor team consisting of the City Administrator (Chip Rerig), former Interim Public Safety Director (Brian Uhler), Community Planning and Building Director (Brandon Swanson) and Sr. Human Resources Analyst (Jane Wilson) and the Police Officer Association have been meeting collaboratively during the negotiation process; and

WHEREAS, the City's labor team and POA negotiation team embarked on a bold change model as part of the labor negotiation process; and

WHEREAS, as a result the Police Officer job description needs modification to more closely match the new higher level duties that are part of a Reduced Staffing Pilot Bonus program; and

WHEREAS, the recrafted Memorandum of Understanding (MOU) effective July 1, 2022 for the Police Officers Association includes a higher salary and additional payments to Officers that will allow the department to reduce staffing levels; and

WHEREAS, these duties in the revised job description include a variety of functions that are typically not a part of a typical Police Officer's duties and include but not limited to: mental health response skills, community policing/problem solving, field leadership responsibilities, detective-level capacity by patrol officers, special event coordination duties, crime scene leadership, press relations and more; and

WHEREAS, in accordance with (Carmel-by-the-Sea Municipal Code 2.52.040 (D)) the City Council approves funding of positions, job descriptions and salaries and the City Administrator proposes new positions to the City Council; and

WHEREAS, although this is not a newly created position, there are substantial changes to the job description and is part of the negotiation process; and

WHEREAS, the salary and funding issues are discussed in a separate item which includes approval of the MOU.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Authorize and approve the City Administrator to establish the modified job description for Police Officer (Reduced Staffing Model) **Exhibit A**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
this 13th day of September, 2022, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA

POLICE OFFICER

(Reduced Staffing Model, Created September 2022)

Definition

Under ~~limited~~general supervision, to perform a variety of duties involved in the enforcement of laws and the prevention of crimes; to conduct and participate in general investigations of crimes, accidents, and cases; to control traffic flow and enforce State and local traffic regulations; ~~and~~ to perform a variety of technical and administrative tasks in support of the Police Department; to conduct functions in furtherance of quality of life in the City; especially after hours and on weekends, when other City departments are not on-duty, be watchful for, report on, or take action for situations which need other City department attention; and when no other ranking field personnel are working, assume watch commander responsibility for all police operations.

Distinguishing Characteristics

This position is distinguished from the Police Sergeant in that Police Officers are not responsible for carrying out duties related to discipline and do not evaluate the performance of others. Occurring on a regular basis, Police Officers work at times when no higher ranking staff are on duty. During these times, Police Officers fulfill the leadership requirements of a Sergeant; however, in cases where disciplinary action is immediately required, Police Officers are expected to notify their Sergeant, or Chain of Command to fulfill any such action. (identify the higher level duties of the Sgt. and explain that this officer may act in the absence of the Sgt which might occur on a regular basis.

This position is distinguished from the traditional Police Officer position in that the officers in the City of Carmel also fulfill a leadership role, provide detective duties, community policing, mental health support, field training, crisis intervention, press relations, special event coordination, and after-hours City representation duties. -do xxxxx (a short synopsis of the higher level duties.)

Supervision Exercised

Exercises no responsibility for evaluations or discipline of others; but, the role does include leadership and oversight authority especially when working as the ranking on-duty person. ~~supervision.~~

Examples of Important and Essential Duties

Patrol a designated area of the City to preserve law and order; discover and prevent the commission of crimes; check property for physical security; and actively address community safety issues.

Respond to general public service calls and complaints including domestic disturbances, civil complaints, property control, automobile accidents, robberies, and related misdemeanor and felony incidents; when the on-scene ranking sworn staff member, take charge, assign tasks, request support from internal or external sources to ensure a quality outcome; and notify department/City leadership as defined by policy, practice, and/or organizational customs.

Investigate crimes, traffic accidents, and suspicious circumstances; collect, process, photograph, preserve, and present evidence including fingerprints, fibers, blood, and related physical evidence; interview victims, complainants and witnesses; identify and interrogate suspects; apprehend, interrogate, and search suspects and offenders; make arrests and inform persons of their rights; testify and present evidence in court; prepare supplemental reports for court cases; write search and/or arrest warrants; seek video evidence from both community and City resources, and examine and search for evidence via social media or other technology-oriented sources.

Conduct follow-up investigations with the goal of filing the case with prosecuting authorities for crimes or events which are not assigned to a detective; carry a caseload; and obtain specialized training to bolster investigative skills.

Enforce traffic laws and ordinances; check speed with radar; issue warnings and citations; evaluate and implement enforcement efforts to address community concerns about congestion and safety; and engage with members of the public to reassure and demonstrate responsiveness to their traffic-related concerns.

Direct traffic and perform crowd control at fires, ~~special events~~, and other emergency or congested situations; and work with event organizers to support and plan for special events.

Contact and cooperate with other law enforcement agencies in matters relating to the apprehension of offenders and the investigation of offenses.

Examples of Important and Essential Duties (continued)

Maintain contact with citizens regarding potential law enforcement problems and preserve good relationships with the general public; take an active role in areas of public education relative to crime and crime prevention.

~~Prepare reports on arrests made, activities performed and unusual incidents observed.~~

Serve warrants and subpoenas within the department and with outside agencies; remain current on laws and procedures required for processing warrants.

Administer first aid in emergency situations until relieved by appropriate medical personnel; using Crisis Intervention Team (CIT) skills and training, properly engage with and respond to issues with people who have mental health problems.-

Book prisoners in the City jail; assist in the custody, care, and welfare of prisoners; transport prisoners.

Conduct a variety of criminal investigations as assigned; conduct covert and undercover investigations as assigned; gather evidence and prepare cases for prosecution; prepare investigative reports and case information.

Assist in controlling problems of juvenile delinquency.

Take custody of lost and found property.

Pick up and transport stray animals in the absence of the Animal Control Officer.

Search for lost children.

Check public, business, and private residences for security and other safety related issues.

Furnish information and directions to the public; in the absence of ranking staff, assist the press with accurate, concise, and non-law enforcement sensitive information which reflects well on the organization.

Lead or Attend briefings and read briefing materials.

Lead or participate in training courses and programs.

~~May serve in the capacity of a superior officer upon the request or absence of a superior officer.~~

Other Job Related Duties

Perform related duties and responsibilities as assigned.

Job Related and Essential Qualifications

Knowledge of:

~~Basic~~ Principles of criminal law.

Principles and practices of record keeping and reporting.

~~Community Policing principals and practices.~~ ~~Basic principles of criminal law.~~

Safe driving principles and practices.

Skill to:

~~Learn to o~~ Operate firearms, tasers, body worn camera system, radio system, and other ~~modern~~ police equipment.

~~Learn to o~~ Operate ~~modern~~ departmental office equipment including computer equipment, law enforcement use of issued cell phone, and other specialty equipment both within the police vehicle and in the office setting.

Operate a motor vehicle safely.

Ability to:

Successfully complete P.O.S.T. training for entry level Police Officers and continuing initiative to obtain higher level P.O.S.T. certifications when plausible.

Successfully complete P.O.S.T. supervisory training as required/authorized by the department.

Follow City and department policy as well as ensure adherence to policy by others when functioning in a leadership role.

Learn and practice law enforcement techniques relating to technology and social media to bolster positive investigative and public relations outcomes.

Learn, support, and implement Community Policing problem solving techniques.

Learn, retain, and follow City and departmental policy, customs and culture as it relates to public relations; integrating police enforcement efforts while providing top quality public service.

Learn contemporary ~~modern~~ police methods and procedures related to patrol, apprehension, arrest, search and seizure, traffic control, and investigation and identification techniques.

Learn contemporary ~~modern~~ investigative methods including interviewing and interrogation techniques.

Learn law enforcement theory, principles and practices and their application to a wide variety of services and programs.

Learn local geography, City streets, public buildings, and businesses.

Ability to: (continued)

Learn recent court decisions and how they affect department and division operations.

Learn functions and objectives of Federal, State, and other local law enforcement agencies.

Learn self defense tactics.

Learn, properly interpret and make decisions in accordance with Federal, State and local policies, procedures, laws and regulations particularly with reference to apprehension, arrest, search and seizure, evidence and records maintenance, and traffic control.

Learn to gather, assemble, analyze, evaluate and use facts and evidence.

Learn, interpret and explain City and Department policies and procedures.

Observe accurately and remember names, faces, numbers, incidents and places.

Prepare and maintain accurate and complete reports.

Prepare clear and concise reports.

Analyze situations quickly and objectively, and determine proper course of action.

Act quickly and calmly in emergencies.

Meet and deal with the public tactfully and effectively.

Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Experience and Training Guidelines:

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience:

One year of experience working with the public is required; and experience as a California police officer is preferred but not required.

Training:

Equivalent to the completion of the twelfth grade supplemented by police science course work or the appropriate P.O.S.T. -course of study from a P.O.S.T. Academy.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, a P.O.S.T. Basic Certificate.

Special Requirements:

Essential duties require the following physical abilities and work environment:

Ability to sit, stand, walk, run, kneel, crouch, stoop, squat, crawl, twist, climb, and lift, carry, and/or drag heavy object or person 100 lbs.; exposure to cold, heat, noise, outdoors, vibration, confining work space, chemicals, explosive materials, mechanical hazards, and electrical hazards; ability to travel to different sites and locations; availability for shift work, on-call, and stand-by.

~~Must be~~ free from any emotional, or mental condition, including bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation, which might adversely affect the exercise of the powers of a peace officer.

Effective Date: July, 2022~~April, 1995~~



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
CONSENT AGENDA

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Maxine Gullo, Ass't. City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Approve Resolution No. 2022-081 to designate 2022 Holiday Closure from December 27 – December 30, 2022

RECOMMENDATION:

Approve Resolution No. 2022-081 to designate 2022 Holiday Closure from December 27 – December 30, 2022.

BACKGROUND/SUMMARY:

Over the course of the last few years, staff has informally been tracking the walk-ins into City Hall and reported a decrease in customers during the holiday period. Based on increase vacation requests from employees to spend time with their families throughout the years and decreased activity during the holiday season, it is being recommended to approve a holiday closure from December 27th – December 30th which is four business days. The City recognizes Christmas Eve (December 23rd), Christmas Day (December 25th) and New Year's Day (December 31st). All essential services such as Police and Ambulance will remain open 24/7 during this period.

Below is the 2022 holiday closure period:

Mon (12/26)	Tue (12/27)	Wed (12/28)	Thu (12/29)	Fri (12/30)
Observed Holiday	Holiday Closure	Holiday Closure	Holiday Closure	Holiday Closure

Mon (1/2)	Tue (1/3)	Wed (1/4)	Thu (1/5)	Fri (1/6)
Observed Holiday	Open	Open	Open	Open

FISCAL IMPACT:

The City will have cost savings in utilities such as gas and electric since City buildings will be shut down during this time period. In addition, this will lower the vacation leave accruals that lowers the City's payroll liability as employees will use leave balances for the proposed closure period.

PRIOR CITY COUNCIL ACTION:

Resolution No. 2021-082: A Resolution of the City Council of the City of Carmel-by-the-Sea designating a holiday closure from December 27 through December 31, 2021.

ATTACHMENTS:

Attachment 1) Resolution 2022-081 - Holiday Office Closure

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DESIGNATING A HOLIDAY CLOSURE FROM DECEMBER 27, 2022 THROUGH DECEMBER 30, 2022

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State of California ("State"); and

WHEREAS, Section 6702 of the California Government Code provides that City offices shall be closed on designated State holidays unless otherwise provided by the City, and

WHEREAS, public safety essential services such as Police and Ambulance will remain open 24/7 during this time period; and

WHEREAS, the City of Carmel-by-the-Sea Library will be closed per their holiday schedule during this time period; and

WHEREAS, the City Administrator has identified non-public safety staff throughout the City to be on stand-by to provide services to our community; and

WHEREAS, the City of Carmel-by-the-Sea City Council recognizes Christmas Eve on December 23; Christmas Day on December 26, and New Year's Day on January 2nd as observed holidays.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize a holiday closure for non-essential City services from December 27, 2022 – December 30, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of September 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution 2022-082 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea General Employees Unit, effective July 1, 2022.

RECOMMENDATION:

Adopt Resolution 2022-082 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea General Employees Unit, effective July 1, 2022.

BACKGROUND/SUMMARY:

The City of Carmel by-the-Sea General Employees Unit includes approximately 21 classifications and is represented by Laborers' International Union of North America, United Public Employees of California, LIUNA/UPEC) Local 792. With the 2019-2022 MOU between the City and LIUNA set to expire in June 30, 2022, the negotiations teams for both parties met numerous times over the past several months in an effort to reach agreement on a successor MOU. At the Council's request, the City and LIUNA agreed to adopt an interest based-type approach to the meetings, through which the negotiations teams started from a big picture approach and then working methodically, translated the broader concepts into shared interests and conceptual ideas, which the parties ultimately drew from to develop proposals.

The resulting shared interests and topics for exploration included:

Shared interest: Long Term Fiscal Stability/ Prudent Fiscal Management

Topics explored: New/modified terms and conditions that are non-PERSable

Shared interest: Maintaining service levels/service quality

Topics explored: Workload and staffing levels, physical work environments

Shared interest: Stability in Labor Relations

Topics explored: Term of MOU, use of Joint Labor Management Committees for continued discussions, use of re-openers to permit flexibility within a multi-year term

Shared interest: Employee retention/recruitment

Topics explored: Competitive total compensation, reduced out-of-pocket expenses for employees

Ultimately, the parties reached tentative agreement and on July 27, 2022, the membership voted to ratify the following major provisions for a successor MOU:

Term: July 1, 2022 through June 30, 2024

- With the exception of the base increases and new 6th salary step for qualifying employees, all other negotiated changes would take effect following Council adoption.

Total Compensation:

- Base salary increases: 1st year: 7%; 2nd year: 4%
- Merit/longevity: addition of 6th salary step with 3% increment for employees with at least 10 years and two most recent performance ratings of satisfactory or better
- \$25 increase to City's deferred compensation match (up to maximum of \$50 match)
- New option for 100% City paid premiums for lowest cost PPO plan; continuing option for City/employee premium contributions of 80/20 for other plans.
- New possibility for advanced/certification pay with details to be determined through Joint Labor Management Committee
- Additional general leave day (limited to same-year use) for each year of the MOU
- Additional 30 minutes of paid time for attending medical appointments

Limited re-opener

- In the second year of the MOU, once estimated rates are known for the 2023 plan year, if the cost to the City of paying 100% of the premiums for the lowest cost PPO plan is projected to increase by more than 20% compared to the cost in the first year.

Quarterly and topic-specific JLMCs

- Including but not limited to (without waiving management rights):
 - o Working conditions: the manner by which bargaining unit positions are filled (possible internal promotion/transfer preference), how work is performed (current employee vs. contract worker) and how it is assigned, workspace enhancements, training/professional development (scope, career ladders), remote work/telework possibilities, out-of-class issues.
 - o Revision/update to City of Carmel incentive pay for certain advanced certificates/licenses as set forth in Section 4.4.
 - o Informal Salary Review of Remaining Unit Positions and Consideration of Potential Career Ladders for Library Assistant I/II.

These recommended terms align with the goals identified by the City and LiUNA/UPEC Local792 as shared interests through the interest based-type process employed for these negotiations.

FISCAL IMPACT:

The General Employees Unit annual payroll is **\$3,117,966**. Year 1 salary increase (7%) is **\$218,258** and absorbed in the current adopted operating budget. Year 2 salary increase (4%) is **\$133,449** and will be budgeted in the FY 23/24 operating budget. The fiscal impact does not reflect the increases to the CalPERS unfunded liability (UAL) based on the negotiated salary increases.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2022-082

Attachment 2) Exhibit A - General Employees Unit Salary Schedule

Attachment 3) Exhibit B - Memorandum of Understanding

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

Attachment 1

RESOLUTION NO. 2022-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, UNITED PUBLIC EMPLOYEES OF CALIFORNIA AND ADOPTING THE CARMEL GENERAL EMPLOYEES CLASSIFICATION SALARY PLAN IN ACCORDANCE WITH MUNICIPAL CODE 2.52.520 AS OF JULY 1, 2022

WHEREAS, the current Memorandum of Understanding (MOU) between the City and general employees represented by the Laborers' International Union of North America, United Public Employees of California expired; and

WHEREAS, the City of Carmel-by-the-Sea has been in negotiations with Laborers' International Union of North America, United Public Employees of California (LiUNA/UPEC) regarding salaries and benefits for the Carmel by-the-Sea General Unit; and

WHEREAS, the City and LiUNA/UPEC have reached an agreement which is embodied in the attached Memorandum of Understanding for the period of July 1, 2022 through June 30, 2024; and

WHEREAS, Municipal Code 2.52.520 and amendments thereto provide, among other things that the City Council establish the legal current salary range from the salary schedule for each class of position; and

WHEREAS, the salary resolution is adopted annually or periodically by the City Council upon review and recommendation of the City Administrator; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City's internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, staff recommends that the City Council adopt the current City pay rates and ranges for General Unit classifications (Exhibit A).

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

1. The City of Carmel-by-the-Sea City Council authorizes and approves the City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) for City of Carmel-by-the-Sea General Unit, an affiliated unit of LiUNA. **(Exhibit A)**
2. Authorize the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea General Unit. **(Exhibit B)**

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of SEPTEMBER, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR GENERAL EMPLOYEES UNIT (affiliated unit of LiUNA) CLASSIFICATIONS
EFFECTIVE JULY 1, 2022
PENDING APPROVAL: City Council September 13, 2022, Resolution #2022-082

7% effective July 1, 2022		Longevity****						
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Services Maint Worker I	G-142	Hourly:	\$ 19.09	\$ 20.03	\$ 21.04	\$ 22.11	\$ 23.21	\$ 23.90
		Monthly:	\$ 3,308.73	\$ 3,471.94	\$ 3,646.27	\$ 3,831.74	\$ 4,022.77	\$ 4,143.46
		Annual:	\$ 39,704.70	\$ 41,663.23	\$ 43,755.30	\$ 45,980.90	\$ 48,273.26	\$ 49,721.46
Facility Maintenance Worker	G-204	Hourly:	\$ 26.01	\$ 27.31	\$ 28.68	\$ 30.12	\$ 31.60	\$ 32.55
Forest Care Worker		Monthly:	\$ 4,508.69	\$ 4,733.11	\$ 4,970.51	\$ 5,220.89	\$ 5,476.83	\$ 5,641.14
Library Assistant		Annual:	\$ 54,104.34	\$ 56,797.31	\$ 59,646.08	\$ 62,650.64	\$ 65,721.97	\$ 67,693.63
Public Services Maintenance Worker II	G-214	Hourly:	\$ 27.33	\$ 28.69	\$ 30.13	\$ 31.62	\$ 33.21	\$ 34.21
Maintenance Worker		Monthly:	\$ 4,736.82	\$ 4,972.36	\$ 5,222.74	\$ 5,480.54	\$ 5,756.89	\$ 5,929.59
Maintenance Worker / Gardener		Annual:	\$ 56,841.82	\$ 59,668.34	\$ 62,672.90	\$ 65,766.48	\$ 69,082.62	\$ 71,155.10
Tree Care and Care Specialist	G-224	Hourly:	\$ 28.71	\$ 30.15	\$ 31.65	\$ 33.23	\$ 34.89	\$ 35.94
Senior Maintenance Worker		Monthly:	\$ 4,976.07	\$ 5,226.45	\$ 5,486.10	\$ 5,760.59	\$ 6,048.07	\$ 6,229.51
		Annual:	\$ 59,712.85	\$ 62,717.41	\$ 65,833.25	\$ 69,127.14	\$ 72,576.82	\$ 74,754.12
Administrative Coordinator	G-229	Hourly:	\$ 29.41	\$ 30.93	\$ 32.46	\$ 34.09	\$ 35.80	\$ 36.88
		Monthly:	\$ 5,098.48	\$ 5,361.84	\$ 5,627.06	\$ 5,908.97	\$ 6,205.71	\$ 6,391.89
		Annual:	\$ 61,181.74	\$ 64,342.10	\$ 67,524.70	\$ 70,907.62	\$ 74,468.58	\$ 76,702.63
Librarian I	G-234	Hourly:	\$ 30.20	\$ 31.70	\$ 33.28	\$ 34.95	\$ 36.69	\$ 37.79
		Monthly:	\$ 5,233.87	\$ 5,495.38	\$ 5,768.01	\$ 6,057.34	\$ 6,359.65	\$ 6,550.44
		Annual:	\$ 62,806.43	\$ 65,944.53	\$ 69,216.16	\$ 72,688.10	\$ 76,315.82	\$ 78,605.30
Finance Specialist	G-239	Hourly:	\$ 30.97	\$ 32.51	\$ 34.13	\$ 35.83	\$ 37.62	\$ 38.75
		Monthly:	\$ 5,367.41	\$ 5,634.48	\$ 5,916.39	\$ 6,211.28	\$ 6,521.01	\$ 6,716.64
		Annual:	\$ 64,408.86	\$ 67,613.73	\$ 70,996.64	\$ 74,535.34	\$ 78,252.10	\$ 80,599.66
Permit Technician	G-242	Hourly:	\$ 31.43	\$ 33.01	\$ 34.65	\$ 36.38	\$ 38.19	\$ 39.33
Community Activities Assistant I		Monthly:	\$ 5,447.16	\$ 5,721.65	\$ 6,005.41	\$ 6,305.87	\$ 6,619.31	\$ 6,817.88
		Annual:	\$ 65,365.87	\$ 68,659.76	\$ 72,064.93	\$ 75,670.40	\$ 79,431.66	\$ 81,814.61

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR GENERAL EMPLOYEES UNIT (affiliated unit of LiUNA) CLASSIFICATIONS
EFFECTIVE JULY 1, 2022
PENDING APPROVAL: City Council September 13, 2022, Resolution #2022-082

7% effective July 1, 2022									Longevity****
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Circulation Supervisor Facility Maintenance Specialist*	G-244	Hourly:	\$ 31.74	\$ 33.32	\$ 34.99	\$ 36.74	\$ 38.58	\$ 39.74	
		Monthly:	\$ 5,500.94	\$ 5,775.43	\$ 6,064.76	\$ 6,368.93	\$ 6,687.93	\$ 6,888.57	
		Annual:	\$ 66,011.30	\$ 69,305.18	\$ 72,777.12	\$ 76,427.10	\$ 80,255.14	\$ 82,662.79	
Planning Technician	G-248	Hourly:	\$ 32.38	\$ 33.99	\$ 35.68	\$ 37.47	\$ 39.32	\$ 40.50	
		Monthly:	\$ 5,612.22	\$ 5,892.28	\$ 6,185.31	\$ 6,495.04	\$ 6,815.90	\$ 7,020.38	
		Annual:	\$ 67,346.66	\$ 70,707.31	\$ 74,223.76	\$ 77,940.51	\$ 81,790.80	\$ 84,244.52	
Program Supervisor (Community Activities)**	G-252	Hourly:	\$ 33.04	\$ 34.68	\$ 36.41	\$ 38.23	\$ 40.15	\$ 41.35	
		Monthly:	\$ 5,727.21	\$ 6,010.97	\$ 6,311.43	\$ 6,626.72	\$ 6,958.71	\$ 7,167.47	
		Annual:	\$ 68,726.53	\$ 72,131.70	\$ 75,737.17	\$ 79,520.69	\$ 83,504.51	\$ 86,009.65	
Librarian II	G-254	Hourly:	\$ 33.35	\$ 35.02	\$ 36.79	\$ 38.63	\$ 40.56	\$ 41.78	
		Monthly:	\$ 5,781.00	\$ 6,070.32	\$ 6,376.34	\$ 6,695.35	\$ 7,031.04	\$ 7,241.97	
		Annual:	\$ 69,371.95	\$ 72,843.89	\$ 76,516.13	\$ 80,344.16	\$ 84,372.50	\$ 86,903.67	
Information Technology Technician		Hourly:	\$ 33.75	\$ 35.44	\$ 37.21	\$ 39.08	\$ 41.03	\$ 42.27	
		Monthly:	\$ 5,466.39	\$ 5,739.71	\$ 6,026.69	\$ 6,328.03	\$ 7,112.65	\$ 7,326.03	
		Annual:	\$ 65,596.65	\$ 68,876.48	\$ 72,320.31	\$ 75,936.32	\$ 85,351.76	\$ 87,912.31	
Assistant Planner	G-264	Hourly:	\$ 35.05	\$ 36.84	\$ 38.67	\$ 40.60	\$ 42.62	\$ 43.90	
		Monthly:	\$ 6,075.33	\$ 6,385.60	\$ 6,702.80	\$ 7,037.33	\$ 7,387.47	\$ 7,609.09	
		Annual:	\$ 72,904.00	\$ 76,627.20	\$ 80,433.60	\$ 84,448.00	\$ 88,649.60	\$ 91,309.09	
Community Activities Assistant ***	G-272	Hourly:	\$ 36.50	\$ 38.32	\$ 40.23	\$ 42.23	\$ 44.35	\$ 45.68	
		Monthly:	\$ 6,326.67	\$ 6,642.13	\$ 6,973.20	\$ 7,319.87	\$ 7,687.33	\$ 7,917.95	
		Annual:	\$ 75,920.00	\$ 79,705.60	\$ 83,678.40	\$ 87,838.40	\$ 92,248.00	\$ 95,015.44	
Code Compliance Coordinator	G-284	Hourly:	\$ 38.74	\$ 40.70	\$ 42.71	\$ 44.85	\$ 47.10	\$ 48.51	
		Monthly:	\$ 6,714.93	\$ 7,054.67	\$ 7,403.07	\$ 7,774.00	\$ 8,164.00	\$ 8,408.92	
		Annual:	\$ 80,579.20	\$ 84,656.00	\$ 88,836.80	\$ 93,288.00	\$ 97,968.00	\$ 100,907.04	

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR GENERAL EMPLOYEES UNIT (affiliated unit of LiUNA) CLASSIFICATIONS
EFFECTIVE JULY 1, 2022
PENDING APPROVAL: City Council September 13, 2022, Resolution #2022-082

7% effective July 1, 2022		Longevity****						
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Streets Supervisor	G-288	Hourly:	\$ 39.54	\$ 41.51	\$ 43.58	\$ 45.76	\$ 48.04	\$ 49.48
		Monthly:	\$ 6,853.60	\$ 7,195.07	\$ 7,553.87	\$ 7,931.73	\$ 8,326.93	\$ 8,576.74
		Annual:	\$ 82,243.20	\$ 86,340.80	\$ 90,646.40	\$ 95,180.80	\$ 99,923.20	\$ 102,920.90
Finance Analyst	G-294	Hourly:	\$ 39.72	\$ 41.71	\$ 43.80	\$ 45.99	\$ 48.28	\$ 49.73
		Monthly:	\$ 6,884.80	\$ 7,229.73	\$ 7,592.00	\$ 7,971.60	\$ 8,368.53	\$ 8,619.59
		Annual:	\$ 82,617.60	\$ 86,756.80	\$ 91,104.00	\$ 95,659.20	\$ 100,422.40	\$ 103,435.07
Assistant City Forester	G-296	Hourly:	\$ 41.13	\$ 43.20	\$ 45.36	\$ 47.63	\$ 50.02	\$ 51.52
		Monthly:	\$ 7,129.20	\$ 7,488.00	\$ 7,862.40	\$ 8,255.87	\$ 8,670.13	\$ 8,930.24
		Annual:	\$ 85,550.40	\$ 89,856.00	\$ 94,348.80	\$ 99,070.40	\$ 104,041.60	\$ 107,162.85
Building Inspector	G-314	Hourly:	\$ 44.99	\$ 47.26	\$ 49.62	\$ 52.09	\$ 54.70	\$ 56.34
		Monthly:	\$ 7,798.27	\$ 8,191.73	\$ 8,600.80	\$ 9,028.93	\$ 9,481.33	\$ 9,765.77
		Annual:	\$ 93,579.20	\$ 98,300.80	\$ 103,209.60	\$ 108,347.20	\$ 113,776.00	\$ 117,189.28

*Building Maintenance Specialist is the official job description

**Program Supervisor (Recreation) is the official job description

***Community Activities Assistant classification salary range will be eliminated through attrition.

MEMORANDUM OF UNDERSTANDING

Between the

City of Carmel-by-the-Sea

And the

Carmel-by-the-Sea General Unit

For the period

July 1, ~~2019~~2022 through June 30, ~~2022~~2024

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Memorandum of Understanding
between
The City of ~~Cannel-by-the-Sea~~ Carmel-by-the-Sea
and
City of Carmel-by-the-Sea General Unit

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Carmel-by-the-Sea, hereinafter referred to as “City,” and the Laborers’ International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, hereinafter referred to as “Union” pursuant to California Government Code Section 3500 et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 2: RECOGNITION

2.1 The City of Carmel-by-the-Sea recognizes the Union as the exclusive representative for the following full time and regular part-time positions in accordance with Article 2.52.055 of the Carmel Municipal Code for the following classifications.

1. Administrative Coordinator (~~Fire, Planning and Building, and Public Works~~)
2. Assistant City Forester
3. Assistant Planner
4. Building Inspector
5. Facility Maintenance Specialist*
6. Circulation Supervisor
7. Code Enforcement ~~Officer~~ Coordinator
8. Community Activities Assistant
- ~~9. Facility Maintenance Worker~~
9. Finance Analyst
10. Finance Specialist
11. Financial Services Coordinator
12. Forest Care Worker
13. IT Technician
14. ~~13.~~ Librarian I
15. ~~14.~~ Librarian II
16. ~~15.~~ Library Assistant
17. ~~16.~~ Maintenance Worker I/II
18. ~~17.~~ Maintenance Worker ~~Gardener~~ III
19. ~~18.~~ Permit Technician
20. ~~19.~~ Planning Technician
21. ~~20.~~ Program Supervisor — Community Activities**

- ~~21. Public Service Maintenance Worker I~~
- ~~22. Public Service Maintenance Worker II~~
- ~~23. Senior Maintenance Worker (Cement Mason, Equipment Operator, Sweeper Operator, Traffic Markings Painter, Mechanic)~~
- 22. Streets Supervisor
- 23. Tree Climber and Care Specialist

* Official classification on file is Building (Facility) Maintenance Specialist.

** Official classification on file is Program Supervisor – Recreation.

2.2 Notwithstanding any other provisions in this MOU, part time hourly positions are not entitled to any other compensation or benefit not specifically listed herein.

ARTICLE 3: TERM OF CONTRACT

3.1 The term of this MOU shall be from July 1, ~~2019~~2022 through June 30, ~~2022~~2024.

ARTICLE 4: COMPENSATION

4.1 Wages:

Effective ~~January 1, 2020, the hourly rate salary steps for all classes in this bargaining unit shall be increased by three and one-half percent (3.5%). Effective January 1, 2021, the hourly rate salary steps for all classes in this bargaining unit shall be increased by two percent (2.0%). Effective January~~ July 1, 2022, the hourly rate salary steps for all classes in this bargaining unit shall be increased by ~~one and one-quarter percent (1.25~~ seven percent (7%). Effective July 1, 2023, the hourly rate salary steps for all classes in this bargaining unit shall be increased by four percent (4%).

4.2 Bilingual Pay Differential Eligibility (Spanish):

A. Any certified bilingual (Spanish) speaking person employed in a designated public contact position, who has been assigned duties in writing involving regular and frequent use of bilingual skills, shall be eligible to receive one-hundred dollars (\$100) per month.

B. Regular and frequent use shall mean using the skill on the average of once per workday. However, exceptions can be made at the discretion of the Department Head with the concurrence of the City Administrator.

C. The bilingual differential allowance shall cease when the position is no longer determined as requiring bilingual skills or the employee is assigned to a position which does not require bilingual skills.

D. An employee who ~~is~~ is on leave of absence without pay during a pay period shall receive the bilingual differential in proportion to the relationship of the time worked during that pay period bears to eighty (80) hours.

4.3 Out of Class Pay:

The purpose of this provision is to provide for compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position beginning on the second full pay period of such assignment and continuing for the duration of such assignment, but not to exceed six months (pursuant to CalPERS regulations).

Out of class pay will be provided when the following conditions are met:

1. There is a vacant position specifically allocated to the department.
2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
3. The class to which the employee is assigned must have a top salary step of at least 5% above the top step of the employee's current class.
4. The assignment and the duration of the assignment is made by the department head in writing specifying the period of the temporary assignment and is approved by the City Administrator.
5. The employee must satisfactorily perform the essential functions of the job class to which that employee is assigned.
6. The employee meets the minimum qualifications identified in the job description of the classification being assigned.

Such temporary assignment shall not be considered a promotion. The individual shall receive either a five percent (5%) premium or Step 1 of the class assigned, whichever is greater.

If the employee receives between five percent (5%) and seven-and one-half percent (7.5%) out of class pay, the employee will continue to be eligible to earn overtime as would have been earned in the employee's regular class. If the employee receives out of class pay greater than seven-and one-half percent (7.5%), and is assigned to an FLSA exempt position, the employee will not be eligible for overtime pay, but will receive pro-rated management leave based on the duration of the assignment.

The out of class pay shall cease when any of the following occur:

1. The absent incumbent returns to duty.
2. The vacant position is filled.
3. The assignment is terminated in writing by the appointing authority, whichever occurs first.

Under no circumstance may any out of class assignment continue longer than six months in any one fiscal year.

4.4 Advanced Certification/License Pay

As recommended by a Department Head and subject to approval by the City Administrator, the City may provide a flat monthly payment to employees who obtain certification or license that provides added benefit to the City, beyond the requirements of the employee's position. The Parties agree that topics of eligible types of certifications or licenses, the amounts of pay, and limits on numbers of pay and numbers of employees authorized to receive pay will all be included in the Joint Labor Management Committee meetings intended to take place during the term of this Agreement, pursuant to Section 27.5 of this Agreement.

ARTICLE 5: EDUCATIONAL INCENTIVE PAY

5.1 Payment Established: The City Council, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Educational Incentive Pay Plan (EIP).

5.2 Definitions: For the purpose of this program, the following definitions shall apply:

5.2.1 Base Salary shall mean the monthly salary of the employee as established by the City Council and shall not include any overtime, holiday-in-lieu pay or allowances or other supplemental benefits.

5.2.2 Satisfactory Completion shall mean a grade of "C" or better in any course. No more than one-third (1/3) of the total number of units considered for EIP may be on a "credit only" or "pass/fail" basis (limit of 10 out of 30 units or 20 out of 60 units). Units earned with a "Credit Minus" grade will not be considered eligible under the EIP program.

5.3 College Level shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or by equivalent organizations in other states and countries, or which have the prior approval of the City Administrator.

5.4 Job-Related shall mean any college level course related to technical or specialized aspects of the employee's position, as well as courses meeting general educational degree requirements, which are reasonably job-related. The City Administrator's determination of the eligibility of any course shall be final and shall be obtained prior to taking a course.

5.5 Units shall mean semester units (two semesters to a full academic year). Each quarterly or trimester unit shall be counted at a value of .67% of a semester unit.

5.6 Rates of additional compensation:

5.6.1 Academic Education. Upon satisfactory completion of 30 units of college level related courses, the employee shall receive a salary increase equal to two and one-half percent (2.5%) of their base salary. Upon attainment of 60 units or the attainment of an Associate Degree, the employee shall receive a salary increase equal to five percent (5%) of base salary.

5.6.2 Non-Academic Training or Instruction. For eligible employees, the City Administrator, upon recommendation of the Department Manager, may grant prior approval for a course of instruction or training, which would lead to the attainment of EIP. The City Administrator shall be guided in this determination by the value to the City of the employee's knowledge and/or skill accumulation, and by the employee's expenditure of time and effort as compared to that put forth by an employee earning the same level of EIP by the accumulation of college-level units (at approximately 30 to 54 hours per college unit).

5.6.3 In no case shall the EIP rate of compensation exceed five percent (5%).

5.7 Eligibility: In order for employees to be eligible for EIP, ALL of the following conditions shall be met:

5.7.1 A regular employee shall become eligible once successfully completing 18 months of continuous service to the City except that this period of time may be waived at the discretion of the City Administrator.

5.7.2 The education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veterans' benefit shall not be considered compensation.

5.7.3 Credit shall not be given for work experience, even though an academic institution may have given credit for such experience, until such time as a degree is granted the employee by such institution.

5.7.4 The employee shall submit to the City Administrator through the Department Manager a list of courses and credits, together with transcripts or other proof of satisfactory completion, as may be required to verify the acquisition of claimed credits.

5.8 Time of payment: EIP shall be paid to eligible employees beginning with the pay period in which the City Administrator has approved the application for EIP.

5.9 All members shall maintain any license or certification required for his or her position by the Department of Transportation.

ARTICLE 6: ~~CAL-PERS~~ CALPERS RETIREMENT PLAN

6.1 Tier I: Bargaining unit members hired on or before November 1, 2011.

6.1.1 The "2% at 55" retirement formula shall be available to bargaining unit members hired on or before November 1, 2011.

6.1.2 Final Compensation Based on 12-Month Period:

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section mean the highest consecutive twelve (12) month period.

towards the City's costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election by unit ~~member~~members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Cal. Gov. Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the PERS contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the PERS contract, unit member contributions will be made pursuant to Cal. Gov. Code Section 20516. If the contract amendment is not complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a PERS contract amendment as authorized by Cal. Gov. Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

6.3 Tier III: PEPR Retirement Tier Required for Bargaining Unit Members Hired On or After January 1, 2013 (Non-Classic Members).

6.3.1 This Section shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (non-Classic Members) as stated in Cal. Gov. Code Section 7522.02(c).

6.3.2 2% at 62 Formula: The "2% at 62" retirement formula will be available to bargaining unit members covered by this Section.

6.3.3 Final Compensation Based on Three-Year Final Average Salary: For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section shall be determined by the average of the final three years of the member's salary.

6.3.4 Required Member Contributions: As required by Cal. Gov. Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section shall pay, through payroll deduction, fifty percent (50%) of normal costs.

6.3.5 Pension Cost Sharing:

In addition to paying 50% of normal costs as described above, bargaining members covered by this Section shall pay, through payroll deduction, an additional 3.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Cal Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, unit member contributions will be made pursuant to Government Code Section 20516, Unit member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a CalPERS contract amendment as

authorized by Government Code Section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

6.4 As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Section 6 with state and federal income tax on the PERS member contribution deferred to the extent permitted by law, including but not limited to, Internal Revenue Code, 26 USC Section 414(h)(2).

6.5 The City shall provide bargaining unit members with those optional benefits which it has elected to provide to bargaining unit members in its contract with CalPERS and in accordance with the Public Employees Retirement Law.

ARTICLE 7: UNION SUPPLEMENTAL RETIREMENT PLAN

7.1 Effective the first pay period after adoption by the City Council of this MOU, the City shall contribute \$1 per hour worked, excluding overtime, to the Laborer's International Union of North America, National (Industrial) Pension Fund, on behalf of each eligible employee who is: 1) represented by the Union, and 2) regularly scheduled to work twenty (20) hours or more per week.

ARTICLE 8: DEFERRED COMPENSATION

8.1 The City offers employees the opportunity to participate in a deferred compensation (457) plan on a voluntary basis through the payroll deduction plan. Participation and contributions are regulated by the rules and regulations established by the Internal Revenue Service (IRS) for such plan (457 Plans). Nothing in this section shall prohibit or restrict this voluntary participation, in the plan(s) offered by the City.

8.2 The City shall make monthly contributions on behalf of each eligible employee in the amount of \$25. In addition, effective with the first pay period following Council adoption of this Agreement, the City shall match up to ~~\$25-50~~ per month of contributions made by the employee. In no case shall the City contribute in excess of ~~\$50-75~~ per month to any individual employee's deferred compensation. It shall be the responsibility of the employee to specify the plan and investment option.

ARTICLE 9: UNIFORM ALLOWANCE

9.1 Effective the first day of the pay period following the City Council's approval of this agreement, the City will reimburse all represented Union employees for expenditures of up to \$300 per year for items of uniform required for them to perform their jobs. Employees shall provide receipts for all purposes for which they are requesting reimbursement.

9.2 Effective the first day of the pay period following the City Council's approval of this agreement, the City shall continue to provide uniforms to all represented Union employees who are required to wear them at no cost to the employee.

The uniform items and cost, including reimbursement costs, for all represented Union employees

who are required to wear a uniform is set forth in Appendix “A.” The parties agree that to the extent permitted by law, the monetary value of compensation for the cost of uniform items and reimbursement costs are special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) — Statutory Items.

ARTICLE 10: HOLIDAYS

10.1 The following 12 holidays shall be observed:

1. New Year’s Day, January 1st
2. Third Monday of January (Martin Luther King Day)
3. Lincoln’s Birthday, February 12th
4. President’s Day, Third Monday of February
5. Memorial Day, Last Monday of May
6. Independence Day, July 4th
7. Labor Day, First Monday of September
8. Veterans’ Day, November 11th
9. Thanksgiving Day, Fourth Thursday in November
10. Friday immediately following the Thursday in November designated as Thanksgiving
11. Christmas Eve, December 24
12. Christmas Day, December 25

10.2 In the event a holiday falls on a Saturday, Municipal Departments shall remain open on the preceding Friday, but employees shall be given either the preceding Friday or the following Monday, at the discretion of the Department Manager and City Administrator, as an in-lieu holiday. If a holiday falls on a Sunday, it shall be observed on Monday.

ARTICLE 11: GENERAL LEAVE

11.1 Each bargaining unit employee shall be entitled to ~~one day~~ two days (~~8~~ a maximum of 16 hours) of general leave per year during the period of the contract. The Department Manager shall approve use of general leave. General leave may not be accumulated from one year to the next.

ARTICLE 12: HOURS OF WORK

12.1 Workweek: The normal workweek shall consist of five (5) days, Monday through Friday, inclusive.

12.2 Workday: The normal workday shall consist of eight (8) consecutive hours of work within a maximum nine-hour period, interrupted by an unpaid lunch break of not less than one-half hour nor more than one hour. The normal workday shall fall within the hours between 7:00 a.m., and 6:00 p.m. Input from employees at each work site is welcomed. An employee shall be given seven (7) calendar days’ notice before a change in the daily work schedule can be implemented.

12.3 Change in hours of Work: Should, in the judgment of the City, it be necessary to establish daily or weekly work schedules departing from the normal workday or the normal workweek for a period exceeding two (2) weeks, the City shall meet and discuss the proposed change with the Union at least ten (10) days in advance, except in cases deemed to be an emergency by the City Administrator.

12.4 Alternative Work Schedules: During the term of this Agreement the parties may mutually agree to meet and confer regarding alternative work schedule and notwithstanding subsections A and B above, the City and the Union may agree to establish alternative work schedules consisting of forty (40) hours in a work week or eighty (80) hours in a bi-weekly period. Alternative work schedules may be implemented on a Department-by-Department basis.

12.4.1 All full-time employees shall be scheduled to work eighty (80) hours within a nine (9) consecutive day period. The scheduled day off shall be either a Friday or Monday, providing that this work schedule for the library employees does not cause a reduction of hours the library is open to the public.

12.4.2 Rest Periods: During their normal eight (8) hour workday, employees will be granted two (2) fifteen (15) minute rest periods in the approximate middle of each half shift, which may be scheduled by the City.

ARTICLE 13: VACATION ACCRUAL PLAN

13.1 The following vacation accrual schedule shall be in effect:

1-4 years of service:	80 hours per year
5-10 years of service:	120 hours per year
11-15 years of service:	160 hours per year
15 years of service and over:	176 hours per year

13.2 Vacation accrual will be reflected in the City's books on a month-to-month basis in hours.

13.3 The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years. The department manager may grant exceptions with approval by the City Administrator.

13.4 The CITY agrees to recommend that the City Council eliminate Municipal Code 2.52.630 (Vacations: Eligibility of Use).

ARTICLE 14: VACATION BUY BACK

14.1 The parties agree that eligible members of the UNION will have the option, subject to approval by the City administrator, to sell up to forty (40) hours of accumulated vacation per fiscal year to the CITY in exchange for compensation at the employee's current hourly rate in the fiscal year sold.

14.2 To qualify, an employee must have taken at least 40 hours of vacation in the 12 months prior to the request and have at least a one-year accrual balance remaining on the books after the sale of vacation hours.

ARTICLE 15: BEREAVEMENT LEAVE

15.1 Each member of the Union shall be entitled to twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family. If the employee exhausts the 24 hours of bereavement leave, the employee shall be permitted to use up to two days of accrued sick leave as bereavement leave. If the employee exhausts the 24 hours of bereavement leave and has used two additional days of sick leave, and experiences an additional incident qualifying for bereavement leave in the same calendar year, the employee shall be permitted to use up to an additional five days of accrued sick leave as bereavement leave.

15.2 Immediate family is defined as the employee's spouse, child, step-child, parent, stepparent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, registered domestic partner or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of bereavement leave. Bereavement leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

ARTICLE 16: SICK LEAVE

16.1 The City shall continue to grant each eligible employee of the Union eight (8) hours of sick leave per month. These days are to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code (Sections 2.52.660 — 2.52.685) of the City of Carmel-by-the-Sea.

16.2 Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Charges against an employee's credit shall be rounded off to the lowest hour.

For example:

<u>Time off work</u>	<u>Time charged</u>
59 minutes or less	0
1 hour	1 hour
1 hour and any segment of the next hour	1 hour

A. Medical appointments of ~~59-90~~ minutes or less, with written physician verification, shall not be charged to an employee's sick leave account

B. Medical appointments of ~~59-90~~ minutes or less, without written physician verification, shall be charged to employee's sick leave account in 15-minute segments.

16.5 Pursuant to Government Code Section 20965 to the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

ARTICLE 17: CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER

17.1 Development of Policy: The parties agree to meet and confer during the term of this Agreement regarding a Catastrophic Leave Donation Policy, which is intended to include, but not be limited to the following terms:

~~17.1 General Requirements:~~ A. An employee or their immediate family member shall be faced with or have incurred either a catastrophic illness or major injury from an accident in order to be eligible for this program. The appointing authority (City Administrator) shall determine individual determinations of catastrophic illness or major injury from an accident. An employee must first request and receive authorization from the City Administrator to take an unpaid leave of absence. If a leave of absence is authorized, the City makes no guarantee that paid leave will be donated by other employees.

~~17.2 B.~~ The employee requesting the transfer of sick leave hours must have reached zero balances in the sick leave, vacation, and compensatory time ~~and executive~~ leave accounts during the illness or recovery period in order to be eligible. If approved, leave is transferred on an hour-for-hour basis. There will be no accrual of paid leaves or attachment of seniority rights to any donated hours (except where required by law). Unless otherwise required by law, employees receiving paid worker's compensation or disability benefits are not eligible to receive donated leave.

~~17.3 C.~~ Generally, the illness or accident recovery period must be longer than three weeks for the employee to be eligible. ~~The appointing authority~~ Human Resources will evaluate each request and may modify this time period based on the facts of the case.

~~17.4 D.~~ An employee desiring to contribute to the transfer of hours must maintain a minimum balance of 120 hours after the transfer has been deducted from the donor's sick leave account.

~~17.5 Employee Use of the Program Employees MUST:~~

17.2 The parties understand and agree that to the extent the above anticipated policy terms expand or modify the City's current practice, they shall not take effect until adoption of the policy.

~~A. Notify their Department Manager requesting assistance in utilizing the program.~~

~~B. State the reason for the request and the approximate number of hours they believe will be needed.~~

~~17.6 The Department Manager WILL:~~

~~A. File the employee's request with Human Resources.~~

~~17.7 Human Resources WILL:~~

~~A. Present the request to the City Administrator for authorization and determination of the validity of the request.~~

~~B. Disseminate notices to Municipal Departments stating that an employee is in need of sick leave hours and request interested employees to contact Human Resources.~~

~~C. Maintain the confidentiality of the employee(s) who donates sick leave hours to the employee in need.~~

~~D. Notify the Finance Specialist to make the transfer of sick leave hours when the transfer is approved.~~

~~17.8 The City Administrator WILL:~~

~~A. Review requests for participation in the program.~~

~~B. Authorize or deny the transfer of sick leave hours pursuant to the request.~~

ARTICLE 18: OVERTIME COMPENSATION AND/OR COMPENSATORY TIME

18.1 The City shall comply with the regulations established by the Fair Labor Standards Act (FLSA).

18.2 Overtime shall be compensated at time and one-half for all work performed over the normal forty (40) hour work period for those employees entitled to overtime pursuant to the guidelines and regulations established by the FLSA. Paid time off shall be counted as time worked.

18.3 Employees entitled to overtime compensation may, in-lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.

18.4 Accrued compensatory time must be permitted to be used within a reasonable period" of time as long as it does not "unduly disrupt" the operations of the agency. (Per FLSA guidelines).

18.5 Compensatory time may be accrued up to the following limits with Department Manager approval as follows:

- 75 hours (equals 50 straight-time hours)

18.6 In the event compensatory time is sold back to the City, it will be paid at the straight hourly rate since it was accumulated at the time and one-half rate.

ARTICLE 19: CALL-BACK/STAND-BY PAY

In situations where an employee is called back to work during a non-scheduled period of time the employee shall be granted a minimum of two (2) hours overtime. Travel time to and from the workplace shall not be considered time worked.

A. Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on City premises but to stand by ready to immediately report for duty and must arrange communication such that the supervisor can reach the employee within fifteen (15) minutes or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars and fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at three dollars (\$3.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously.

The City may assign employees who will be required to perform stand-by duty with fourteen (14) days' notice, except in the event of a pending/forecasted storm or in other emergency situations.

ARTICLE 20: ~~LONGEVITY/MERIT PROGRAM~~

~~20.1 The Union and the City agreed to discontinue the longevity/merit program (LMP) for all employees in the Union who are not eligible and receiving the benefit under the LMP, as of July 1, 2001.~~

~~20.2 For the Term of this Agreement, the Union and the City agree to continue the longevity/merit program (LMP) for employees who met the following qualifications:~~

ARTICLE 20: LONGEVITY/MERITSTEP

20.1 Addition of Sixth Step

Union and City agree to add a sixth step to the salary ranges for positions represented by the Union. The increment between the 5th and 6th steps will be three percent (3%). Employees who meet the eligibility criteria set forth below on or before July 1, 2022, shall be placed on the 6th step effective July 1, 2022. Employees who meet the eligibility criteria after July 1, 2022 shall be placed on the 6th step in accordance with the City's usual practice for timing of performance-based increases.

Eligibility: To qualify for placement on the 6th step, an employee MUST:

~~A. Had~~ A. Have completed ten (10) continuous years of service with the City of Carmel-by-the-Sea ~~as of July 1, 2001; and;~~ and

B. Have received a Satisfactory or higher performance rating on the

employee's two (2) most recent performance reviews.

~~B. Receive a Satisfactory performance evaluation during the Fiscal Year, July 1 through June 30.~~

- ~~1. Employees receiving more than one performance evaluation during the fiscal year shall have eligibility based on the first evaluation received in the fiscal year.~~
- ~~2. Once completed performance evaluations are received in the Personnel Office, LMP eligibility will be checked. Employees meeting the program requirements shall receive the defined benefit.~~

~~20.3 Rate of Compensation. Employees meeting the requirements of the LMP program shall receive compensation for \$1,200 less mandated deductions.~~

~~20.4 For purposes of the LMP program the following performance evaluation rating definitions shall apply:~~

- ☐ ~~Satisfactory: This is the level of work expected of a fully competent employee. The employee is meeting the standards required for the position.~~
- ☐ ~~Marginally Satisfactory: The work performance is less than that expected of a fully competent employee.~~
- ☐ ~~Unsatisfactory: The work performance is inferior to the standards required for the position.~~

ARTICLE 21: INSURANCE PROGRAMS

21.1 The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.

21.2 For the purposes of this section the following definitions and groupings of coverage shall exist:

A. **Non-Elective (Core):** Mandatory coverage: (Employer Paid)

(1) Mandatory per month employer contribution required by CalPERS for each employee enrolled in the CalPERS medical protection program.

(2) Employee/dependent dental premium, established by the City's broker-provider of record ~~for the self-insured dental plan~~, depending on the level of coverage chosen.

(3) Collective employee/dependent vision premium established by City's broker-provider of record, ~~for the self-insured vision plan~~.

(4) Basic \$30,000 life insurance premium (available only to full-time and regular part time employees).

(5) Accidental Death and Dismemberment Policy (available only to full-time and regular part time employees).

B. **Elective (non-core) coverage** (Employee Paid): available for purchase with flexible spending monies available to eligible employee:

(1) Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.

(2) I.R.C. Section 125 - Flexible Spending Account

(3) I.R.C. Section 125 - Dependent Care

C. Section 125 Plan: The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third party administrator provides administration of the plan.

21.3 ~~The City's Maximum Medical Premium Contribution will be capped at 80% of the CalPERS CHOICE, SELECT, CARE, or EPO Medical Premium for~~ For eligible employees enrolled in the Public Employee Medical and Hospital Care Act (~~PEHCA~~) Medical Plan (~~PENHCA~~) Medical Plan, the City will make a maximum medical premium contribution, based on employee choice, that is either equal to 100% of the cost of the premiums for the lowest cost PPO plan (if, and only if, there are at least two PPO options at the applicable coverage level) or 80% of the cost of premiums for any other City-offered health plan.

The Parties agree to an automatic re-opener once estimated rates are known for the 2023 plan year, if the cost to the City of paying 100% of the premiums for the lowest cost PPO plan is projected to increase by more than 20% compared to the cost in the first year.

21.4 The City agrees to maintain the contract for Group Long Term Disability Insurance (LTD). The cost of this insurance shall continue to be fully paid by participating employee and Participation in the plan is voluntary. Continuation of the coverage requires seventy-five percent (75%) participation by all eligible employees (benefited full-time and part-time).

21.5 Plan Contents:

A. Life Insurance and Accidental Death/Dismemberment Insurance (AD&D) (Only available to full-time and benefited part-time employees).

Provider: Life Insurance - Standard Insurance Company

Rates: \$.32 per \$1000 Benefit (Basic Life)

\$.04 per \$1000 of Benefit (Basic AD&D)

Provider: AD&D Insurance - Standard Insurance Company

Rates:

All employees: \$ 1.50 p/month

B. Vision Insurance:

~~Provider: Self-funded for Vision Insurance Coverage~~

Vision insurance is available through Vision Service Plan (VSP). Employees shall be enrolled in the City's vision care health plan. The City shall pay 100% of the premium for the VSP Core (City Paid) plan for employee and eligible dependents. Employees have one option to purchase a buy-up option that is fully paid by the employee.

~~Rates:~~

~~(E)mployee Only: \$ 6.10 p/month~~

~~(E)mployee + 1 dependent: \$ 11.86 p/month~~

~~(E)mployee + 2 or more: \$ 17.38 p/month~~

C. Dental Insurance:

~~Provider: Self-funded for Dental Insurance Coverage Rates:~~

Dental insurance is available through Delta Dental. The City will pay 100% of the premium for the Delta Dental Core (City Paid) plan for employee and eligible dependents. Employees have two options to purchase a buy-up option that is fully paid by the employee.

~~(E)mployee Only: \$ 30.04 p/month~~

~~(E)mployee + 1 dependent: \$ 55.13 p/month~~

~~(E)mployee + 2 or more: \$103.89 p/month~~

D. Medical Insurance: CalPERS Plan (PEMHCA): subject to terms and conditions of the Public Employees' Medical and Hospital Care Act (PEMHCA).

~~E. The City shall reimburse employees the following amounts for the following vision-related services:~~

Benefit	City reimbursement
Exam	\$100
Single lenses	\$110
Bifocal lenses	\$140
Trifocal lenses	\$160
Lenticular	\$280
Contacts	\$100

Frames	\$200 (every other year)
Cataract surgery or 20/40 correction deficiency: hard	\$200
Cataract surgery or 20/40 correction deficiency: soft	\$250

21.6 Retirees and Other Qualified Employees:

A. The City agrees to fund the minimum mandatory per month for medical coverage plus the administrative cost (based on total monthly premium) for currently enrolled retirees and eligible and enrolled un-benefited hourly employees, as required by CalPERS.

(1) The City agrees to provide additional minimum funding as needed for existing retirees, active or hourly employees who currently are not participating in the medical program, but who would be eligible under CalPERS guidelines.

21.7 Opting Out (Medical Program Only): Eligible employees may elect not to participate in the CalPERS medical plan. Anyone opting out shall only be eligible to take cash in the amount of \$291 per month, providing they meet the following conditions:

- A. They shall submit proof of legally compliant medical coverage elsewhere.
- B. They shall sign a medical plan waiver.
- C. Married employees shall be required to obtain the signature of their spouse on the medical plan waiver form.
- D. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.

21.8 The City and Association will review the dental and vision plans to identify the most affordable and viable plan without increasing the plan(s) premium.

ARTICLE 22: WORKERS' COMPENSATION: SALARY CONTINUATION NON-SAFETY EMPLOYEES

22.1 Whenever any full-time, miscellaneous (Non-Safety) employee as defined by the Public Employees' Retirement System (PERS), is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not exceeding six months, or until such earlier date as he/she returns

to duty or is retired on permanent disability pension in accordance with the rules/regulations governing such retirement.

22.2 If the period of disability extends beyond the six month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided under Workers' Compensation Laws of the State of California which may be integrated with any other compensation to which the employee may be entitled, i.e., Long Term Disability coverage.

22.3 Benefits: During the six month or less period of disability, the employee who suffers such injury/illness arising out of and in the course of his/her duties shall continue entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

ARTICLE 23: OTHER BENEFITS

23.1 Jury Duty:

A. The City provides ~~time~~ time off with no loss of salary for employees who must fulfill jury duty obligations. Employees shall be entitled to keep the mileage reimbursement for such service. Any per diem amount received by the employee shall be signed over to the City.

23.2 Employee Payroll Deductions:

A. Upon authorization from any employee the City shall make direct deposit(s) to the financial institution of the employee's choice, through the City's duly authorized financial institution. The employee's financial institution must have direct deposit capabilities.

B. Employee funded insurance programs and deductions for deferred compensation programs shall be paid through payroll withholding.

C. Employee deductions for Union dues or service fees shall be made in accordance with the Agency Shop provisions in Section 23, below.

23.3 Wellness Reimbursement:

The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January).

In order for employees to be reimbursed, they must provide evidence of payment for such membership in the form of cancelled checks, a credit card statement, or other payment verification deemed acceptable by the Finance Manager which provides verification of the membership payment over a six-month period.

Requests for reimbursements must be received by the City no later than the end of the month following the reimbursement period (e.g., requests for reimbursements for the period July –December must be received by the City on or before January 3 Pt; requests for reimbursements for the period January — June must be received by the City on or before July 3 Pt) in order to

ARTICLE 27: MANAGEMENT RIGHTS

27.1 It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

27.2 It is agreed that during the term of this contract the City shall not be required to meet and confer on matters, which are solely a function of management, including the right to:

A. Determine and modify the organization of City government and its constituent work units.

B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.

C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.

D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.

E. Establish employee performance standards and to require compliance therewith.

F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.

G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.

H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding.

I. Take all necessary actions to protect the public and carry out its mission in emergencies.

27.3 Decisions under this section shall not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.

27.4 The City will meet and confer on the exercise of the foregoing Management Rights where such exercise falls within the scope of representation as defined by the MMBA.

27.5 Without waiving any of its management rights, the City agrees to participate in a standing Joint Labor Management Committee ("JLMC") that will be made up of representatives of the Association and the City. This standing JLMC shall meet at least quarterly, upon request by either party, and may meet more frequently, if both parties agree. The City also agrees to participate in additional JLMC meetings to discuss specific topics including, but not limited to the following anticipated topics:

- A. Working conditions: the manner by which bargaining unit positions are filled (possible internal promotion/transfer preference), how work is performed (current employee vs. contract worker) and how it is assigned, workspace enhancements, training/professional development (scope, career ladders), remote work/telework possibilities, out-of-class issues.
- B. Revision/update to City of Carmel incentive pay for certain advanced certificates/licenses as set forth in Section 4.4.
- C. Informal Salary Review of Remaining Unit Positions and Consideration of Potential Career Ladders for Library Assistant I/II.
 - 1. The parties completed review of the PW Maintenance series during the prior MOU and similarly agree that the City will undertake a review of the remaining classes in the bargaining unit during the term of this Agreement.
 - 2. With respect to the Library Assistant classes, the parties agree to a target completion date of January 1, 2023 for completed review and discussion. of the Library positions and to that end, mutually agree to make good faith efforts to meet that target date.
 - 3. The City will begin this study for all other classifications within 90 days of the approval of the MOU. It is anticipated this will take approximately nine (9) months to complete at which time the City will meet and confer with the General Unit to discuss the findings. If the study is not completed within the nine (9) months, the city will provide bi-weekly progress updates to the General Unit until the study has been completed and share with the bargaining group.

The meeting schedule will be set in advance and the dates agreed to by both sides. Prior to any JLMC meeting, the parties will agree on an advanced agenda that identifies participants, topics to be covered, whether they involve management rights or negotiable decisions, and/or negotiable effects, as well as the parties' intended outcome (e.g. consideration of employee input into management decision, new/revised policy, side letter/letter of agreement)

ARTICLE 28: HARASSMENT POLICY

28.1 The City agrees to meet and consult with the Union before any changes to the City's harassment policy are presented to the City Council.

ARTICLE 29: SEPARABILITY

29.1 If a court of competent jurisdiction finally determines that any provision of the Memorandum of Understanding is invalid and unenforceable, such provision shall be separable,

ARTICLE 31: SIGNATURES

31.1 For the City of Carmel-by-the-Sea:

Chip Rerig, City Administrator

Dated

31.2 For the Carmel-by-the-Sea General Employees Association:

Ryan Heron, Chief Negotiator
Union of Public Employees of California—
Local ~~797~~ 792

Dated

Dated

Dated

Dated

Dated

Dated

Appendix “A”

Uniform Items: Costs and Reimbursements*

The City will provide Uniforms/Equipment for employees as follows:

Job Classification	Items Provided
• Assistant City Forester	Pants
• Facilities Maintenance Specialist	Shirt
• Facilities Maintenance Worker	Jacket
• Forest Care Worker	Respirator
• Maintenance Worker <u>I/II</u>	Chaps <u>Chaps</u>
• Maintenance Worker /Gardener <u>III</u>	Helmets with Screens <u>*</u>
• Public Service Maintenance Worker VII	
• Senior Maintenance Worker	
• Street <u>• Streets</u> Supervisor	
• Tree <u>Climber and</u> Care Specialist	

The City agrees to make available/furnish protective equipment to all classes listed above in addition to the classes of Community Activities Assistant, Code Compliance Coordinator, and Building Inspector if requested and/or deemed necessary which includes, but may not be limited to:

- Hat (baseball cap or visor)
- Hard Hat
- Rain Gear
- Safety Vest
- Eye and/or Ear Protection
- Gloves

The City agrees to reimburse the classes listed below up to \$225 each fiscal year for the purchase and repair of safety related footwear which must be worn at all times while on duty. Each department head will determine the specifics of the footwear required.

- Assistant City Forester
- Facilities Maintenance Specialist
- ~~• Facilities Maintenance Worker~~
- Forest Care Worker
- Maintenance Worker I/II
- Maintenance Worker ~~/Gardener~~ III
- ~~• Public Service Maintenance Worker I/II~~
- ~~• Senior Maintenance Worker~~

- ~~Street~~Streets Supervisor
- Tree Climber and Care Specialist

The City agrees to reimburse the classes listed below up to \$225 every other fiscal year (odd numbered years) for the purchase and repair of safety related footwear which must be worn at all times while in the field. Each department head will determine the specifics of the footwear required:

- Assistant Planner
- Community Activities Assistant
- Code Compliance Coordinator
- Building Inspector

Effective July 1, 2021, the reimbursement for footwear identified above will increase to \$250.

*Forestry Staff only



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution 2022-083 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea Management Employees Unit, effective July 1, 2022

RECOMMENDATION:

Adopt Resolution 2022-083 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea Management Employees Unit, effective July 1, 2022.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea Management Unit includes 7 positions/classifications and is represented by Laborers' International Union of North America, United Public Employees of California, LIUNA/UPEC) Local 792. With the 2019-2022 MOU between the City and LIUNA set to expire in June 30, 2022, the negotiations teams for both parties met numerous times over the past several months in an effort to reach agreement on a successor MOU. At the Council's request, the City and LIUNA agreed to adopt an interest based-type approach to the meetings, through which the negotiations teams started from a big picture approach and then working methodically, translated the broader concepts into shared interests and conceptual ideas, which the parties ultimately drew from to develop proposals.

The resulting shared interests and topics for exploration included:

Shared interest: Long Term Fiscal Stability/ Prudent Fiscal Management
Topics explored: New/modified terms and conditions that are non-PERSable

Shared interest: Maintaining service levels/service quality
Topics explored: Workload and staffing levels, physical work environments

Shared interest: Stability in Labor Relations
Topics explored: Term of MOU, use of Joint Labor Management Committees for continued discussions, use of re-openers to permit flexibility within a multi-year term

Shared interest: Employee retention/recruitment

Topics explored: Competitive total compensation, reduced out-of-pocket expenses for employees

Ultimately, the parties reached tentative agreement and on July 27, 2022, the membership voted to ratify the following major provisions for a successor MOU:

Term: July 1, 2022 through June 30, 2024

- With the exception of the base increases and new 6th salary step for qualifying employees, all other negotiated changes would take effect following Council adoption.

Total Compensation:

- Base salary increases: 1st year: 7%; 2nd year: 4%
- Merit/longevity: addition of 6th salary step with 3% increment for employees with at least 10 years and two most recent performance ratings of satisfactory or better
- \$25 increase to City's deferred compensation match (up to maximum of \$50 match)
- New \$25 match for employees contributing to their choice of either dependent care or flexible spending
- All positions now designated as exempt for wage and hour purposes.
- New option for 100% City paid premiums for lowest cost PPO plan; continuing option for City/employee premium contributions of 80/20 for other plans.
- New possibility for advanced/certification pay with details to be determined through Joint Labor Management Committee
- Additional general leave day (limited to same-year use) for each year of the MOU
- Additional 30 minutes of paid time for attending medical appointments

Limited re-opener

- In the second year of the MOU, once estimated rates are known for the 2023 plan year, if the cost to the City of paying 100% of the premiums for the lowest cost PPO plan is projected to increase by more than 20% compared to the cost in the first year..

Quarterly and topic-specific JLMCs

- Including but not limited to (without waiving management rights): types of work performed (clerical vs. management duties; clarification/addressing of out-of-class issues; workspace enhancements/HVAC issues; training/professional development (to include scope, possible criteria for advanced certification/license pays); remote work/telework possibilities; and number/use of City/personal vehicles

These recommended terms align with the goals identified by the City and LiUNA/UPEC Local792 as shared interests through the interest based-type process employed for these negotiations.

FISCAL IMPACT:

The Management Employees Unit annual payroll is **\$726,899**. Year 1 salary increase (7%) is **\$50,883** and absorbed in the current adopted operating budget. Year 2 salary increase (4%) is **\$31,111** and will be budgeted in the FY 23/24 operating budget. The fiscal impact does not reflect the increases to the CalPERS pension liability (UAL) based on the negotiated salary increases.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2022-083

Attachment 2) Exhibit A - Management Employees Unit Salary Schedule

Attachment 3) Exhibit B - MOU Management Employees

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

Attachment 1

RESOLUTION NO. 2022-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, UNITED PUBLIC EMPLOYEES OF CALIFORNIA AND ADOPTING THE CARMEL MANAGEMENT EMPLOYEES CLASSIFICATION SALARY PLAN IN ACCORDANCE WITH MUNICIPAL CODE 2.52.520 AS OF JULY 1, 2022

WHEREAS, the current Memorandum of Understanding (MOU) between the City and management employees represented by the Laborers' International Union of North America, United Public Employees of California expired; and

WHEREAS, the City of Carmel-by-the-Sea has been in negotiations with Laborers' International Union of North America, United Public Employees of California (LiUNA/UPEC) regarding salaries and benefits for the Carmel by-the-Sea Management Employees Unit; and

WHEREAS, the City and LiUNA/UPEC have reached an agreement which is embodied in the attached Memorandum of Understanding for the period of July 1, 2022 through June 30, 2024; and

WHEREAS, Municipal Code 2.52.520 and amendments thereto provide, among other things that the City Council establish the legal current salary range from the salary schedule for each class of position; and

WHEREAS, the salary resolution is adopted annually or periodically by the City Council upon review and recommendation of the City Administrator; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City's internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, staff recommends that the City Council adopt the current City pay rates and ranges for Management Unit classifications (Exhibit A).

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

1. The City of Carmel-by-the-Sea City Council authorizes and approves the City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) for City of Carmel-by-the-Sea Management Employees Unit, an affiliated unit of LiUNA **(Exhibit A)**
2. Authorize the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea Management Employees Unit. **(Exhibit B)**

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of SEPTEMBER, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

SIGNED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR MANAGEMENT EMPLOYEES UNIT (affiliated unit of LiUNA) CLASSIFICATIONS
EFFECTIVE JULY 1, 2022
PENDING APPROVAL: City Council September 13, 2022, Resolution #2022-083

7% effective July 1, 2022		Longevity*						
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Associate Planner	M-284	Hourly:	\$ 38.71	\$ 40.67	\$ 42.69	\$ 44.83	\$ 47.07	\$ 48.48
		Monthly:	\$ 6,709.73	\$ 7,049.47	\$ 7,399.60	\$ 7,770.53	\$ 8,158.80	\$ 8,403.56
		Annual:	\$ 80,516.80	\$ 84,593.60	\$ 88,795.20	\$ 93,246.40	\$ 97,905.60	\$ 100,842.77
Building (Facility) Maint Supervisor	M-298	Hourly:	\$ 41.52	\$ 43.61	\$ 45.80	\$ 48.08	\$ 50.49	\$ 52.00
		Monthly:	\$ 7,196.80	\$ 7,559.07	\$ 7,938.67	\$ 8,333.87	\$ 8,751.60	\$ 9,014.15
		Annual:	\$ 86,361.60	\$ 90,708.80	\$ 95,264.00	\$ 100,006.40	\$ 105,019.20	\$ 108,169.78
Senior Planner	M-351	Hourly:	\$ 54.10	\$ 56.80	\$ 59.63	\$ 62.62	\$ 65.75	\$ 67.72
		Monthly:	\$ 9,377.33	\$ 9,845.33	\$ 10,335.87	\$ 10,854.13	\$ 11,396.67	\$ 11,738.57
		Annual:	\$ 112,528.00	\$ 118,144.00	\$ 124,030.40	\$ 130,249.60	\$ 136,760.00	\$ 140,862.80
City Forester Public Works Superintendent	M-357	Hourly:	\$ 55.76	\$ 58.54	\$ 61.46	\$ 64.54	\$ 67.76	\$ 69.79
		Monthly:	\$ 9,665.07	\$ 10,146.93	\$ 10,653.07	\$ 11,186.93	\$ 11,745.07	\$ 12,097.42
		Annual:	\$ 115,980.80	\$ 121,763.20	\$ 127,836.80	\$ 134,243.20	\$ 140,940.80	\$ 145,169.02
Principal Planner	M-363	Hourly:	\$ 59.63	\$ 62.62	\$ 65.75	\$ 69.04	\$ 72.49	\$ 74.66
		Monthly:	\$ 10,335.87	\$ 10,854.13	\$ 11,396.67	\$ 11,966.93	\$ 12,564.93	\$ 12,941.88
		Annual:	\$ 124,030.40	\$ 130,249.60	\$ 136,760.00	\$ 143,603.20	\$ 150,779.20	\$ 155,302.58

*Longevity Eligibility: Refer to the MOU Article 6: Longevity/Merit Step Increase

MEMORANDUM OF UNDERSTANDING

Between the

City of Carmel-by-the-Sea

And the

Carmel-by-the-Sea Management Employees Unit, an
Affiliated Unit of LIUNA / UPEC Local ~~270~~792

For the period

July 1, ~~2019~~2022 through June 30, ~~2022~~2024

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Memorandum of Understanding
between
The City of ~~Cannel-by-the-Sea~~ Carmel-by-the-Sea
and
City of Carmel-by-the-Sea Management Employees Unit, an Affiliated
Unit of
LIUNA/UPEC ~~Local 270~~ Local 792

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Carmel-by-the-Sea, hereinafter referred to as "CITY," and the City of ~~Cannel-by-the-Sea~~ Carmel-by-the-Sea Management Employees ~~UNION~~ Union, an Affiliated Unit of Laborers' International Union of North America, United Public Employees of California, LIUNA/UPEC, Local 792, hereinafter referred to as "UNION," pursuant to California Government Code Section 3500 et seq. The purpose of this MOU is the establishment of rates of compensation hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 2: RECOGNITION

2.1 The City of Carmel-by-the-Sea recognizes the UNION as the exclusive representative for employees in the following classifications:

Accountant
City Forester
Associate Planner
Principal Planner
Senior Planner
Public Works Superintendent
Building (Facility-) Maintenance Supervisor

ARTICLE 3: TERM OF CONTRACT

3.1 The term of this MOU shall be from July 1, ~~2019~~ 2022 through June 30, ~~2022~~ 2024.

ARTICLE 4: COMPENSATION

4.1 Wages:

Effective ~~January 1, 2020, the hourly rate salary steps for all classes in this bargaining unit shall be increased by three and one-half percent (3.5%). Effective January 1, 2021, the hourly rate salary steps for all classes in this bargaining unit shall be increased by two percent (2.0%). Effective January July 1, 2022, the hourly rate salary steps for all classes in this bargaining unit shall be~~

increased by ~~one and one quarter percent (1.25~~seven percent (7%). Effective July 1, 2023, the hourly rate salary steps for all classes in this bargaining unit shall be increased by four percent (4.0%).

4.2 Out of Class Pay:

The purpose of this provision is to provide for compensation of an employee who is properly assigned in writing to perform the significant duties of a higher classified position for relief necessitated by the temporary vacancy caused by the incumbent's absence or pending the filling of a vacant position beginning on the second full pay period of such assignment and continuing for the duration of such assignment, but not to exceed six months (pursuant to CalPERS regulations).

Out of class pay will be provided when the following conditions are met:

1. There is a vacant position specifically allocated to the department.
2. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods.
3. The class to which the employee is assigned must have a top salary step of at least 5% above the top step of the employee's current class.
4. The assignment and the duration of the assignment is made by the ~~department head~~Department Head in writing specifying the period of the temporary assignment and is approved by the City Administrator.
5. The employee must satisfactorily perform the essential functions of the job class to which that employee is assigned.
6. The employee meets the minimum qualifications identified in the job description of the classification being assigned.

Such temporary assignment shall not be considered a promotion. The individual shall receive either a five percent (5%) premium or Step 1 of the class assigned, whichever is greater.

If the employee receives between five percent (5%) and seven-and one-half percent (7.5%) out of class pay, the employee will continue to be eligible to earn overtime as would have been earned in the employee's regular class. If the employee receives out of class pay greater than seven-and one-half percent (7.5%), and is assigned to an FLSA exempt position, the employee will not be eligible for overtime pay, but will receive pro-rated management leave based on the duration of the assignment.

The out of class pay shall cease when any of the following occur:

1. The absent incumbent returns to duty.
2. The vacant position is filled.
3. The assignment is terminated in writing by the appointing authority, whichever occurs first.

Under no circumstance may any out of class assignment continue longer than six months in any one fiscal year.

4.3 Advanced Certification/License Pay

As recommended by a Department Head and subject to approval by the City Administrator, the City may provide a flat monthly payment to employees who obtain certifications or licenses that provide added benefit to the City, beyond the requirements of the employee's position. The Parties agree that topics of eligible types of certifications or licenses, the amounts of pay (and caps on total possible pay per employee), as well as considerations such as caps on numbers of employees authorized to receive a type of pay will all be included in the Joint Labor Management Committee meetings intended to take place during the term of this Agreement, pursuant to Section 26.5 of this Agreement.

ARTICLE 5: EDUCATIONAL INCENTIVE PROGRAM

5.1 Educational Incentive Program (EIP) for Mid-Management, Professional and Supervisory:

The City Council, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Educational Incentive Pay ~~Plan~~ Program (EIP). The EIP will apply to educational credits acquired after the employee's date of hire by the City of Carmel-by-the-Sea.

5.2 Definitions: For the purpose of this program, the following definitions shall apply:

A. Base Salary shall mean the monthly salary of the employee as established by the City Council and shall not include any overtime, holiday-in-lieu pay, allowances, or other supplemental benefits.

B. Satisfactory Completion shall mean a grade of "C" or better in any course. No more than one-third (1/3) of the total number of units considered for EIP may be on a "credit only" or "pass/fail" basis (limit of 10 out of 30 units or 20 out of 60 units). Units earned with a "Credit Minus" grade will not be considered eligible under the EIP program.

C. College Level shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or by equivalent organizations in other states and countries, or which have the prior approval of the City Administrator.

D. Job-Related shall mean any college level course related to technical or specialized aspects of the employee's position, as well as courses meeting general educational degree requirements, which are reasonably job-related. The City Administrator's determination of the eligibility of any course shall be final and shall be obtained prior to taking a course.

E. Units shall mean semester units (two semesters to a full academic year). Each quarterly or trimester unit shall be counted at a value of .67% of a semester unit.

5.3 Rates of additional compensation:

A. Academic Education. Upon satisfactory completion of 30 units of college level related courses, the employee shall receive a salary increase equal to two and one-half percent (2.5%) of their base salary. Upon attainment of 60 units or the attainment of an Associate Degree, the employee shall receive a salary increase equal to five percent (5%) of base salary.

B. Non-Academic Training or Instruction. For eligible employees, the City Administrator, upon recommendation of the Department ~~Manager~~ Head, may grant prior approval for a course of instruction or training, which would lead to the attainment of EIP. The City Administrator shall be ~~guides~~ guided in this determination by the value to the City of the employee's knowledge and/or skill accumulation, and by the employee's expenditure of time and effort as compared to that put forth by an employee earning the same level of EIP by the accumulation of college-level units (at approximately 30 to 54 hours per college unit).

C. In no case shall the EIP rate of compensation exceed five percent (5%).

5.4 Eligibility:

In order for employees to be eligible for EP, ALL of the following conditions shall be met:

A. A regular employee shall become eligible once successfully completing 18 months of continuous service to the City except that this period of time may be waived at the discretion of the City Administrator.

B. The education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veterans' benefits shall not be considered compensation.

C. Credit shall not be given for work experience, although an academic institution may have given credit for such experience, until a degree is granted the employee by such institution.

D. The employee shall submit to the City Administrator through the Department ~~Manager~~ Head a list of courses and credits, together with transcripts or other proof of satisfactory completion, as may be required to verify the acquisition of claimed credits.

5.5 Time of payment:

EIP shall be paid to eligible employees beginning with the pay period in which the City Administrator has approved the application for EIP.

5.6 All members shall maintain any license or certification required for his or her position by the Department of Transportation.

ARTICLE 6: LONGEVITY/MERIT ~~PROGRAM (LMP)~~ STEP

6.1 Addition of Sixth Step

~~6.1 — Longevity/Merit Program for Mid-Management and Professionals:~~

~~UNION and CITY agreed to discontinue the longevity/merit program (LMP) for all Mid-Management and Professionals in the UNION who were not eligible and receiving the benefit under the LMP as of January 1, 2002.~~

~~6.2 — Continuation of Program: For the Term of this Agreement, the UNION and the CITY agree to continue the (LMP) for all Mid-Management, Professionals, and Supervisory UNION members who met the following qualifications as of January 1, 2002:~~

Union and City agree to add a sixth step to the salary ranges for positions represented by the Union . The increment between step 5 and 6 will be three percent (3%). Employees who meet the eligibility criteria set forth below on or before July 1, 2022, shall be placed on the 6th step effective July 1, 2022. Employees who meet the eligibility criteria after July 1, 2022 shall be placed on the 6th step in accordance with the City's usual practice for timing of performance-based increases.

Eligibility: To qualify for placement on the 6th step, an employee MUST:

~~A.A.~~ A. Have completed ten (10) continuous years of service with the City of Carmel-by-the-Sea; and

~~B. — Receive a Satisfactory performance evaluation during the Fiscal Year, July 1 through June 30.~~

B. Have received a Satisfactory or higher performance rating on the employee's two (2) most recent performance reviews.

~~C. — Employees receiving more than one performance evaluation during the fiscal year shall have eligibility based on the first evaluation received in the fiscal year.~~

~~D. — Once completed performance evaluations are received in the Personnel Office, LMP eligibility will be checked. Employees Meeting the program requirements shall receive the defined benefit.~~

~~6.3 — Rate of Compensation: Employees meeting the requirements of the LMP shall receive compensation of \$1,200 less mandated deductions.~~

~~6.4 — Evaluation Criteria: For purposes of the LMP program the following performance evaluation rating definitions shall apply:~~

☐ ~~Satisfactory: This is the level of work expected of a fully competent employee. The employee is meeting the standards required for the position.~~

- ☐ ~~Marginally Satisfactory: The work performance is less than that expected of a fully competent employee.~~
- ☐ ~~Unsatisfactory: The work performance is inferior to the standards required for the position.~~

ARTICLE 7: ~~CAL PERS~~ CALPERS RETIREMENT PLAN

7.1 Tier I: Bargaining unit members hired on or before November 1, 2011:

7.1.1 The “2% at 55” retirement formula shall be available to bargaining unit members hired on or before November 1, 2011.

7.1.2 Final Compensation Based on 12-Month Period:

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section mean the highest consecutive twelve (12) month period.

7.1.3 Required Member Contributions:

Bargaining unit members covered by this section shall continue to pay, through payroll deduction, the 7.0% member contribution.

7.1.4 Pension Cost Sharing:

In addition to paying the 7.0% member contribution, bargaining unit members covered by this Section shall pay, through payroll deduction, an additional 3.0% of PERSable compensation towards the City’s costs, for a total contribution of 10% toward the normal cost of pension benefits, as permitted by Cal. Gov. Code Section 20516.

The parties acknowledge that CalPERS mandates an election by unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Cal. Gov. Code Section 20516.

As soon as practicable after the effective date of this MOU, the City will initiate the PERS contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City’s amendment to the PERS contract, unit member contributions will be made pursuant to Cal. Gov. Code Section 20516. If the contract amendment is not complete before the effective date of the cost sharing described in this Section, the cost sharing shall be implemented outside of a PERS contract amendment as authorized by Cal. Gov. Code Section 20516(0. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

7.2 Tier II: Bargaining Unit Members Hired After November 1, 2011, and Prior to January 1, 2013, and Unit Members Qualified for Reciprocity (Classic Members):

7.2.1 This Section (including subsections) shall apply to bargaining unit members hired on or after November 1, 2011, and prior to January 1, 2013. In addition, this Section shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Cal. Gov. Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

ARTICLE 9: DEFERRED COMPENSATION

9.1 The CITY offers employees the opportunity to participate in a deferred compensation plan on a voluntary basis through the payroll deduction plan. Participation and contributions are guided by the rules and regulations established by the Internal Revenue Service (IRS) for such plan (457 Plans). Nothing in this section shall prohibit or restrict this voluntary participation, in the plan(s) offered by the City.

9.2 The City shall make monthly contributions on behalf of each eligible employee in the amount of \$25. In addition, effective with the first pay period following Council adoption of this Agreement, the City shall match up to ~~\$25~~50 per month of contributions made by the employee. In no case shall the City contribute in excess of ~~\$50~~75 per month to any individual employee's deferred compensation. It shall be the responsibility of the employee to specify the plan and investment option.

ARTICLE 10: UNIFORM ALLOWANCE

10.1 Effective the first day of the pay period following the City Council's approval of this agreement, the City will reimburse all represented Union employees for expenditures of up to \$300 per year for items of uniform required for them to perform their jobs. Employees shall provide receipts for all purposes for which they are requesting reimbursement.

10.2 Effective the first day of the pay period following the City Council's approval of this agreement, the City shall continue to provide uniforms to all represented Union employees who are required to wear them at no cost to the employee.

10.3 The uniform items and cost, including reimbursement costs, for all represented Union employees who are required to wear a uniform is set forth in Appendix A. The parties agree that, to the extent permitted by law, the monetary value of compensation for the cost of uniform items and reimbursement costs are special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) — Statutory Items.

ARTICLE 11: HOURS OF WORK

11.1 Workweek: The normal workweek shall consist of five (5) days, Monday through Friday, inclusive.

11.2 Workday: The normal workday shall consist of eight (8) consecutive hours of work within a maximum nine-hour period, interrupted by an unpaid lunch break of not less than one-half hour nor more than one hour. The normal workday shall fall within the hours between 7:00 a.m., and 6:00 p.m. Input from employees at each work site is welcomed. An employee shall be given seven (7) calendar days' notice before a change in the daily work schedule can be implemented.

11.3 Change in Hours of Work: Should, in the judgment of the City, it be necessary to establish daily or weekly work schedules departing from the normal workday or the normal workweek for a period exceeding two (2) weeks, the City shall meet and discuss the proposed

change with the UNION at least ten (10) days in advance, except in cases deemed to be an emergency by the City Administrator.

11.4 Alternative Work Schedules: During the term of this Agreement the parties may mutually agree to meet and confer regarding alternative work schedules. Notwithstanding subsections A and B above, the CITY and the UNION may agree to establish alternative work schedules consisting of forty (40) hours in a work week or eighty (80) hours in a bi-weekly period. Alternative work schedules may be implemented on a Department-by-Department basis.

11.4.1 Employees shall be scheduled to work eighty (80) hours within a nine (9) consecutive day period. The scheduled day off shall be either a Friday or Monday, providing that this work schedule for the library employees does not cause a reduction of hours the library is open to the public.

11.5 Rest Periods: During their normal eight (8) hour workday, employees will be granted two (2) fifteen (15) minute rest periods in the approximate middle of each half shift, which may be scheduled by the City.

ARTICLE 12: HOLIDAYS

12.1 The following 12 holidays shall be observed:

1. New Year's Day, January 1st
2. Martin Luther King Day, Third Monday of January
3. Lincoln's Birthday, February 12th
4. President's Day, Third Monday of February
5. Memorial Day, Last Monday of May
6. Independence Day, July 4th
7. Labor Day, First Monday of September
8. Veterans' Day, November 11th
9. Thanksgiving Day, Fourth Thursday in November
10. Friday after Thanksgiving, Day after Thanksgiving
11. Christmas Eve, December 24
12. Christmas Day, December 25

12.2 In the event a holiday falls on a Saturday, Municipal Departments shall remain open on the preceding Friday, but employees shall be given either the preceding Friday or the following Monday, at the discretion of the Department ~~Manager~~ Head and City Administrator, as an in-lieu holiday. In the event a holiday falls on a Sunday it shall be observed on Monday.

ARTICLE 13: GENERAL LEAVE

13.1 Each ~~member of the UNION bargaining unit employee covered by this Agreement~~ shall be entitled to ~~one day~~ two days (~~8~~ a maximum of 16 hours) of general leave per year during the period of the contract. The Department ~~Manager~~ Head or City Administrator shall approve use of general leave. General leave may not be accumulated from one year to the next.

ARTICLE 14: EXECUTIVE LEAVE

14.1 The CITY shall grant each Exempt member of the UNION eighty (80) hours annual Executive Leave. This leave must be taken during the fiscal year in which it is earned. There will be no ability to carry over this leave from one fiscal year to the next and there shall be no cash pay off for any such unused leave.

ARTICLE 15: VACATION ACCRUAL PLAN

15.1 The following vacation accrual schedule shall be in effect:

1— 4 years of service:	80 hours per year
5 — 10 years of service	120 hours per year
11 — 15 years of service:	160 hours per year
15 years of service and over:	176 hours per year

15.2 Vacation accrual will be reflected in the City's books on a month-to-month basis in hours.

15.3 The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years. The ~~department manager~~ Department Head may grant exceptions with approval by the City Administrator.

~~ARTICLE 16: VACATION BUYBACK~~

15.4 The CITY agrees to recommend that the City Council eliminate Municipal Code 2.52.630 (Vacations: Eligibility of Use).

15.4 ~~16.1~~ The parties agree that members of the UNION will have the option, subject to approval by the City ~~administrator~~ Administrator, to sell up to eighty (80) hours of accumulated vacation per fiscal year to the CITY in exchange for compensation at the employee's hourly rate in the fiscal year sold.

ARTICLE 16: ~~ARTICLE 17:~~ BEREAVEMENT LEAVE

16.1 ~~17.1~~ Each member of the UNION shall be entitled to use twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family. If the employee exhausts the 24 hours of bereavement leave, the employee shall be permitted to use up to two days of accrued sick leave as bereavement leave. If the employee exhausts the 24 hours of bereavement leave and has used two additional days of sick leave, and experiences an additional incident qualifying for bereavement leave in the same calendar year, the employee shall be permitted to use up to an additional five days of accrued sick leave as bereavement leave.

16.2 ~~17.2~~ Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, registered domestic partner, or any other person approved by the ~~department manager~~ The department manager Department Head The Department Head may require the

employee to furnish satisfactory proof to substantiate the use of bereavement leave. Bereavement leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

ARTICLE 17: ~~**ARTICLE 18:**~~ **SICK LEAVE**

17.1 ~~18.1~~ The CITY shall continue to grant each member of the UNION eight (8) hours of sick leave per month. These days are to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code of the City of Carmel-by-the-Sea (Sections 2.52.660-2.52.685).

17.2 ~~18.2~~ Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Charges against an employee's credit shall be rounded off to the lowest hour, for example:

<u>Time off work</u>	<u>Time charged</u>
59 minutes or less	0
1 hour	1 hour
1 hour and any segment of the next hour	1 hour

A. Medical appointments of ~~59~~90 minutes or less, with written physician verification, shall not be charged to an employee's sick leave account.

B. Medical appointments of ~~59~~90 minutes or less, without written physician verification, shall be charged to employee's sick leave account in 15-minute segments.

C. If an employee becomes sick on scheduled vacation time, the ~~department manager~~ Department Head may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.

17.3 ~~18.3~~ Employees hired after 1 November 1984 shall be able to accumulate an unlimited number of sick leave hours. A maximum of six hundred (600) hours will be the total amount for which the City will reimburse the employee upon termination or resignation from employment. This provision does not apply to employees with less than five (5) years of continuous service, who shall not be entitled to any compensation under this section.

For employees with more than five (5) years of service:

A. Resignation from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, times the actual hourly rate at the time of resignation.

B. Retirement from CITY employment after five (5) years and with proof of submission of application for retirement from CalPERS will result in reimbursement at the rate of 50% of 600 hours maximum, times the actual hourly rate at the time of retirement.

C. Employees with fewer than five (5) years of service shall not be entitled to cash out any sick leave upon separation from service.

17.4 ~~18.4~~ An employee shall be permitted to use up to forty-eight (48) hours of sick leave per year for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or employee's family member. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department ~~Manager~~ Head.

A. Employees who are victims of domestic violence, sexual assault or stalking shall be permitted to use up to 48 hours of sick leave per year to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; or to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Any use of sick leave for this purpose beyond 48 hours per year shall be permitted with the approval of the Department Manager.

B. For purposes of this policy, "family member" shall include any of the following: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

17.5 ~~18.5~~ Pursuant to Government Code Section 20965 to the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

ARTICLE 18: ~~ARTICLE 19:~~ CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER

18.1 Development of Policy: The parties agree to meet and confer during the term of this Agreement regarding a Catastrophic Leave Donation Policy, which is intended to include, but not be limited to the following terms:

~~19.1 General Requirements:~~ A. An employee or their immediate family member shall be faced with or have incurred either a catastrophic illness or major injury from an accident in order to be eligible for this program. Individual determinations of catastrophic illness or major injury from an accident shall be determined by the City Administrator. ~~19.2 The employee requesting the transfer of sick leave hours must have reached zero balances in the sick leave, vacation, compensatory time and executive leave accounts during the illness or recovery period in order to be eligible. An employee must first request and receive authorization from the City Administrator to take an unpaid~~

leave of absence. If a leave of absence is authorized, the City makes no guarantee that paid leave will be donated by other employees. B. The employee requesting the transfer of sick leave hours must have reached zero balances in the sick leave, vacation, compensatory time and executive leave accounts during the illness or recovery period in order to be eligible. If approved, leave is transferred on an hour-for-hour basis. There will be no accrual of paid leaves or attachment of seniority rights to any donated hours (except where required by law). Unless otherwise required by law, employees receiving paid worker's compensation or disability benefits are not eligible to receive donated leave.

19.3C. Generally, the illness or accident recovery period must be longer than three weeks for the employee to be eligible. ~~The appointing authority~~ Human Resources will evaluate each request and may modify this time period based on the facts of the case.

19.4D. An employee desiring to contribute to the transfer of hours must maintain a minimum balance of 120 hours after the transfer has been deducted from the donor's sick leave account.

~~19.5 Employee Use of the Program Employees MUST:~~

18.2 The parties understand and agree that to the extent the above anticipated policy terms expand or modify the City's current practice, they shall not take effect until adoption of the policy.

~~A. Notify their Department Manager requesting assistance in utilizing the program.~~

~~B. State the reason for the request and the approximate number of hours they believe will be needed.~~

~~19.6 The Department Manager WILL: File the employee's request with Human Resources.~~

~~19.7 The Human Resources Office WILL:~~

~~A. Present the request to the City Administrator for authorization and determination of the validity of the request.~~

~~B. Disseminate notices to Municipal Departments stating an employee is in need of sick leave hours and request interested employees to contact Human Resources.~~

~~C. Maintain the confidentiality of the employee(s) who donates sick leave hours to the employee in need.~~

~~D. Notify the Finance Specialist to make the transfer of sick leave hours when the transfer is approved.~~

~~19.8 The City Administrator WILL:~~

~~A. Review requests for participation in the program.~~

~~B. Authorize or deny the transfer of sick leave hours pursuant to the request.~~

ARTICLE 19: ~~**ARTICLE 20:**~~ **PHYSICAL EXAMINATIONS**

19.1 ~~20.1~~ Each employee covered by the UNION, under the age of forty-five (45) shall be entitled to a physical examination every other year during the term of the contract, subject to the financial guidelines stated in this section. Employees in this category who had a City paid physical in the fiscal year just prior to the fiscal year of this contract shall not be entitled to a City paid physical during the period of this contract.

19.2 ~~20.2~~ Employees who turn forty-five (45) years of age during the term of this contract shall be entitled to one City paid physical per year after attaining that age and subject to the financial guidelines stated in this section.

19.3 ~~20.3~~ Employees forty-five (45) years of age or older shall be entitled to one City paid physical examination per fiscal year, subject to the financial guidelines stated in this section. The City shall pay up to two hundred and twenty-five dollars (\$225.00) for the physical examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.

19.4 ~~20.4~~ Physical examinations may be performed by a licensed physician of the employee's choice. The physician shall complete a Physician Evaluation Report Form. Payment shall be made upon receipt by the Human Resources Office of the form and a statement of all charges, within ninety (90) days from date-of-service.

ARTICLE 20: ~~**ARTICLE 21:**~~ **TUITION ADVANCEMENT**

20.1 ~~21.1~~ The CITY recognizes the financial burden placed upon UNION members who must pay advance registration, tuition and book fees to continue pursuit of collegiate degrees in their professional disciplines. To this end the CITY and UNION agree to the following program:

A. The CITY shall pay, in advance of the course(s) being taken, registration, tuition and book fees for UNION members.

B. All courses and programs shall be approved in advance of enrollment by the City Administrator for a determination of job relevancy.

C. At the completion of the course(s), the employee shall submit to the City Administrator, proof of satisfactory completion of the course(s).

D. In the event the employee does not satisfactorily complete the course(s), the employee shall reimburse the CITY for all advances paid by the CITY on behalf of the employee. A timetable for reimbursement shall be determined on a case-by-case basis by the City Administrator.

E. The maximum amount that is allowed in a fiscal year for the Tuition Advancement program is \$1,000 per UNION member.

ARTICLE 21: ~~**ARTICLE 22:**~~ **INSURANCE PROGRAMS**

21.1 ~~22.1~~ The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.

21.2 ~~22.2~~ For the purposes of this section the following definitions and groupings of coverage shall exist:

A. Non-Elective Core Coverage's: (City Paid)

(1) Mandatory per month employer contribution required by CalPERS for each employee enrolled in the CalPERS medical protection program.

(2) Employee/dependent dental premium, established by the City's ~~broker~~ provider of record ~~for the self-insured dental plan~~, depending on the level of coverage chosen.

(3) Collective employee/dependent vision premium established by City's ~~broker~~ provider of record ~~for the self-insured vision plan~~.

(4) Basic \$30,000 life insurance premium (available only to full-time and regular part time employees).

(5) Accidental Death and Dismemberment Policy (available only to full-time and regular part time employees).

B. Elective (non-core) coverage (Employee Paid): available for purchase with flexible spending monies available to eligible employee:

(1) Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.

(2) I.R.C. Section 125 - Flexible Spending Account

(3) I.R.C. Section 125 - Dependent Care

C. Section 125 Plan: The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third-party administrator provides administration of the plan.

~~22.3 The City's Maximum Medical Premium Contribution will be capped at 80% of the CalPERS CHOICE, SELECT, CARE, or EPO Medical Premium for eligible employees enrolled in the Public Employee and Hospital Care Act (PEHCA) Medical Plan.~~

21.3 For eligible employees enrolled in a Public Employee Medical and Hospital Care Act (PEMHCA) Medical Plan, the City will make a maximum medical premium contribution, based on employee choice, that is either equal to 100% of the cost of the premiums for the lowest cost PPO plan (if, and only if, there are at least two PPO options at the applicable coverage level) or 80% of the cost of premiums for any other City-offered health plan.

The Parties agree to an automatic re-opener once estimated rates are known for the 2023 plan year, if the cost to the City of paying 100% of the premiums for the lowest cost PPO plan is projected to increase by more than 20% compared to the cost in the first year.

21.4 ~~22.4~~ The City agrees to maintain the contract for Group Long Term Disability Insurance (LTD). The cost of this insurance shall continue to be fully paid by participating employees. Participation in the plan is voluntary. Continuation of the coverage requires seventy-five percent (75%) participation by all eligible employees (benefited full-time and part-time).

21.5 ~~22.5~~ Plan Contents and Monthly Rates:

A. Life Insurance and Accidental Death/Dismemberment Insurance (AD&D)
(Only available to full-time and benefited part-time employees):

Provider: Life Insurance — Standard Insurance Company

Rates: \$.32 per \$1000 Benefit (Basic Life)

\$.04 per \$1000 of Benefit (Basic AD&D)

Provider: AD&D Insurance — Standard Insurance Company

Rates:

All employees: \$ 1.50 p/month

B. Vision Insurance:

~~Provider: Self-funded for Vision Insurance Coverage~~

~~Rates:~~

Vision insurance is available through Vision Service Plan (VSP).

Employees shall be enrolled in the City's vision care health plan. The City shall pay 100% of the premium for the VSP Core (City Paid) plan for employee and eligible dependents. Employees have one option to purchase a buy-up option that is fully paid by the employee.

~~(E)m~~ployee~~ Only: \$ 6.10 p/month~~

~~(E)m~~ployee~~ + 1 dependent: \$11.86 p/month~~

~~(E)m~~ployee~~ + 2 or more: \$17.38 p/month~~

C. Dental Insurance:

~~Provider: Self-fund for Dental Insurance Coverage~~

~~Rates:~~

Dental insurance is available through Delta Dental. The City will pay 100% of the premium for the Delta Dental Core (City Paid) plan for

employee and eligible dependents. Employees have two options to purchase a buy-up option that is fully paid by the employee

~~(E)employee Only: \$30.04 p/month~~

~~(E)employee + 1 dependent: \$55.13 p/month~~

~~(E)employee + 2 or more: \$103.89 p/month~~

D. Medical Insurance: CalPERS Plan (PEMHCA): subject to terms and conditions of by the Public Employees' Medical and Hospital Care Act (PEMHCA).

~~E. The City shall reimburse employees the following amounts for the following vision-related services:~~

Benefit	City reimbursement
Exam	\$100
Single lenses	\$110
Bifocal lenses	\$140
Trifocal lenses	\$160
Lenticular	\$280
Contacts	\$100
Frames	\$200 (every other year)
Cataract surgery or 20/40 correction deficiency: hard	\$200
Cataract surgery or 20/40 correction deficiency: soft	\$250

21.6 ~~22.6~~ Retirees and Other Qualified Employees:

A. The City agrees to fund the minimum mandatory per month for medical coverage plus the administrative cost (based on total monthly premium) for currently enrolled retirees and eligible and enrolled un-benefited hourly employees, as required by CalPERS.

(1) The City agrees to provide additional minimum funding as needed for existing retirees, active or hourly employees who currently are not participating in the medical program, but who would be eligible under CalPERS guidelines.

21.7 ~~22.7~~ Opting Out (Medical Program Only): Eligible employees may elect not to participate in the CalPERS medical plan. Anyone opting out shall only be eligible to take cash in the amount of \$291 per month providing they meet the following conditions:

- A. They shall submit proof of medical legally compliant coverage elsewhere.
- B. They shall sign a medical plan waiver.
- C. Married employees shall be required to obtain the signature of their spouse on the medical plan waiver form.
- D. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.

21.8 ~~22.8~~ The City and Association will review the dental and vision plans to identify the most affordable and viable plan without increasing the plan(s) premium.

21.9 Flexible-Spending/Dependent Care Contribution: The City will match up to \$25 per pay period of an employee's contribution to either a City provided plan's flexible spending or dependent care account. The City's matching contribution will not exceed \$25 per individual employee per pay period. Retirees are not eligible for this matching contribution.

ARTICLE 22: ~~ARTICLE 23:~~WORKERS' COMPENSATION: SALARY CONTINUATION NON-SAFETY EMPLOYEES

22.1 ~~23.1~~ Whenever any full-time, miscellaneous (Non-Safety) employee as defined by the Public Employees' Retirement System (PERS), is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not exceeding six months, or until such earlier date as he/she returns to duty or is retired on permanent disability pension in accordance with the rules/regulations governing such retirement.

22.2 ~~23.2~~ If the period of disability extends beyond the six month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided under Workers' Compensation Laws of the State of California which may be integrated with any other compensation to which the employee may be entitled, i.e., Long Term Disability coverage.

22.3 ~~23.3~~ Benefits: During the six month or less period of disability, the employee who suffers such injury/ illness arising out of and in the course of his/her duties shall continue entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

ARTICLE 23: ~~ARTICLE 24:~~ OTHER BENEFITS

23.1 ~~24.1~~ Jury Duty: The CITY provides time off with no loss of salary for employees who must fulfill jury duty obligations. Employees shall be entitled to keep the mileage reimbursement for such service. Any per diem amount received by the employee shall be signed over to the CITY.

23.2 ~~24.2~~ Automatic Deposit: The CITY, upon authorization from any employee, shall make direct deposits to the financial institution of the employee's choice, through the City's duly authorized financial institution. The employee's financial institution must have direct deposit capabilities.

23.3 ~~24.3~~ Payroll Deductions: Employee funded insurance programs, deductions for deferred compensation programs, and UNION dues shall be paid through payroll withholding.

23.4 ~~24.4~~ Wellness-ellness Reimbursement: The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January).

23.5 ~~24.5~~ In order for employees to be reimbursed, they must provide evidence of payment for such membership in the form of cancelled checks, a credit card statement, or other payment verification deemed acceptable by the Finance Manager which provides verification the membership payment over a six-month period.

Requests for reimbursements must be received by the City no later than the end of the month following the reimbursement period (e.g., requests for reimbursements for the period July-December must be received by the City on or before January ~~31~~31; requests for reimbursements for the period January — June must be received by the City on or before July ~~31~~31) in order to receive payment.

23.6 ~~24.6~~ Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees are incorporated herein as "Exhibit 1" to the MOU.

ARTICLE 25: ~~ARTICLE 24:~~ EXEMPT STATUS

~~25.1 With the exception of the Public Works Superintendent and the Facility Maintenance Supervisor~~24.1 ~~As of July 1, 2022,~~ all employees and positions covered by this Agreement ~~are have been determined to be~~ exempt in accordance with the Fair Labor Standards Act and are accordingly not entitled to overtime, and/or compensatory time. ~~During the term of the Agreement the City and LIUNA will meet and discuss exempt status employees, and/or standby or callback time~~

~~25.2 The classifications of Public Works Superintendent and Facility Maintenance Supervisor are non-exempt positions, subject to overtime and/or compensatory time, as follows:~~

~~A. The City shall comply with the regulations established by the Fair Labor Standards Act (FLSA).~~

~~B. Overtime shall be compensated at time and one-half for all work performed over the normal forty (40) hour work period for those employees entitled to overtime pursuant to the guidelines and regulations established by the FLSA. Paid time off shall be counted as time worked.~~

~~C. Employees entitled to overtime compensation may, in lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.~~

~~D. Accrued compensatory time must be permitted to be used within a “reasonable period” of time as long as it does not “unduly disrupt” the operations of the agency. (Per FLSA guidelines.)~~

~~E. Compensatory time may be accrued up to the following limits with Department Manager approval:~~

- ~~• Non-Safety Employees (General): 75 hours (equals 50 straight time hours)~~

~~F. In the event compensatory time is sold back to the City, it will be paid at the straight hourly rate since it was accumulated at the time and one-half rate.~~

~~ARTICLE 26: CALL-BACK/STAND-BY PAY~~

~~26.1 The non-exempt positions of Public Works Superintendent and Facility Maintenance Supervisor shall be eligible for Call-Back Pay. In situations where the employee is called back to work during a non-scheduled period of time the employee shall be granted a minimum of two (2) hours overtime. Travel time to and from the workplace shall not be considered time worked.~~

~~26.2 Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on City premises but to stand by ready to immediately report for duty and must arrange communication such that the supervisor can reach the employee within fifteen (15) minutes or less.~~

~~If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at two dollars and fifty cents (\$2.50) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at three dollars (\$3.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously.~~

~~The City may assign employees who will be required to perform stand-by duty with fourteen (14) days’ notice, except in the event of a pending/forecasted storm or in other emergency situations.~~

ARTICLE 25: IMPASSE RESOLUTION

~~27.1~~25.1 The parties agree to utilize the Meyers-Milias-Brown Act (MMBA) impasse resolution process and include the City's mediation component, as outlined in this section.

~~27.2~~25.2 Definition: "Impasse" means that the representatives of the City and a recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

~~27.3~~25.3 Mediation:

A. The parties agree that prior to initiating the MMBA impasse procedure; the dispute shall be submitted to a mediator from the California State Mediation and Conciliation Service. Costs for mediation services, if any, shall be borne equally by the City and the Employee UNION.

B. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

~~ARTICLE 28:~~ARTICLE 26: MANAGEMENT RIGHTS

~~28.1~~26.1 It is understood and agreed that the CITY retains all of its powers and authority to manage municipal services and the work force performing those services.

~~28.2~~26.2 It is agreed that during the term of this contract the CITY shall not be required to meet and confer on matters, which are solely a function of management, including the right to:

~~A.~~A. Determine and modify the organization of City government and its constituent work units.

~~B.~~B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.

C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.

D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.

E. Establish employee performance standards and to require compliance therewith.

F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.

G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.

H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding.

I. Take all necessary actions to protect the public and carry out its mission in emergencies.

~~28.3~~26.3 Decisions under this section shall not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.

~~28.4~~26.4 The City will meet and confer on the exercise of the foregoing Management Rights where such exercise falls within the scope of representation as defined by the MMBA.

26.5 Without waiving any of its management rights, the City agrees to participate in quarterly Joint Labor and Management Committee (“JLMC”) meetings during the term of this MOU. The City also agrees to participate in additional JLMC meetings to discuss specific topics including but not limited to the following anticipated topics: 1) types of work performed (clerical vs. management duties; 2) clarification/addressing of out-of-class issues; 3) workspace enhancements/HVAC issues; 4) training/professional development (per Article 4.3, to include scope, criteria for incentive pays); 5) remote work/telework possibilities; and 6) number/use of City/personal vehicles. Prior to any JLMC meeting, the parties will agree on an advanced agenda that identifies participants, topics to be covered, whether they involve management rights or negotiable decisions, and/or negotiable effects, as well as the parties’ intended outcome (e.g. consideration of employee input into management decision, new/revised policy, side letter/letter of agreement).

~~ARTICLE 29:~~ARTICLE 27: UNION SECURITY/ACCESS

~~29.1~~27.1 New Employee Orientation:

J. ~~A.A.~~ New employee orientation shall occur within seven (7) days of an employee’s hire. The Union will be provided not less than ten (10) calendar days’ advanced notice of the time, date and location of the orientation. The Union will be given up to thirty (30) minutes during the orientation to present Union membership information. Attendance of the new employee at the Union’s portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting the orientation shall be granted paid release time to attend including reasonable travel time if needed.

K. ~~B.B.~~ The City will provide the Union a digital file via e-mail to the Association President and Labor Relations Representative containing the following information:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Home address

The City shall not be required to supply employee information it does not have.

~~29-227.2~~ Maintenance of Membership/Separation from Unit:

~~A.~~A. Employees who are dues paying Union members at the time of the signing of this agreement or who become dues paying members during the term of the agreement shall remain dues paying members for the duration of the agreement. Employees may opt out of Union membership by providing written notice to the Union during the thirty (30) day period prior to the expiration of this agreement.

~~B.~~B. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term “separation” includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.

~~ARTICLE 30:~~ARTICLE 28: HARASSMENT POLICY

~~30-128.1~~ 28.1 The City agrees to meet and consult with the union before any changes to the City’s harassment policy are presented to the City Council.

~~ARTICLE 31:~~ARTICLE 29: SEPARABILITY

~~31-129.1~~ 29.1 If a court of competent jurisdiction finally determines that any provision of the Memorandum of Understanding is invalid and unenforceable, such provision shall be separable, and the remaining provisions of the Memorandum of Understanding shall remain in full force and effect.

~~ARTICLE 32:~~ARTICLE 30: EFFECT OF AGREEMENT

~~32-130.1~~ 30.1 This Memorandum of Understanding sets forth the full and complete understanding between the parties hereto. Any items, from previous agreements; not addressed in this agreement are carried forward.

~~ARTICLE 33:~~ARTICLE 31: SIGNATURES

~~33.1~~31.1 For the City of Carmel-by-the-Sea:

Chip Rerig, City Administrator

Dated

~~33.2~~31.2 For the Carmel-by-the-Sea General Employees Association:

Ryan Heron, Chief Negotiator
Union of Public Employees of California—
Local 797

Dated

Dated

Dated

Dated

Dated

Dated

Appendix “A”
Uniform Items: Costs and Reimbursements*

The City will provide Uniforms and equipment for employees as follows:

Job Classification	Items Provided
• City Forester • Facilities Maintenance Supervisor • Public Works Superintendent	- Pants - Shirt - Jacket - Chaps 1 - Helmets with Screens2<u>*</u>

The City agrees to make available/furnish protective equipment to all classes listed above in addition to the classes of Associate~~-~~ Principal, and Senior Planner if requested and/or deemed necessary which includes, but may not be limited to:

- Hat (baseball cap or visor)
- Hard Hat
- Rain Gear
- Safety Vest
- Eye and/or Ear Protection
- Gloves

The City agrees to reimburse the classes listed below up to ~~\$225~~ 250 each fiscal year for the purchase and repair of safety related footwear which must be worn at all times while on duty. Each department head will determine the specifics of the footwear required.

- City Forester
- Facilities Maintenance Supervisor
- Public Works Superintendent

The City agrees to reimburse the classes listed below up to \$225 every other fiscal year (odd numbered years) for the purchase and repair of safety related footwear which must be worn at all times while in the field. Each ~~department head~~ Department Head will determine the specifics of the footwear required:

- Associate Planner
- Senior Planner

~~Effective July 1, 2021, the reimbursement for footwear identified above will increase to \$250.~~

- Principal Planner

Helmets with screens for Forestry Staff only



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Adopt Resolution 2022-084 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel-by-the-Sea Police Officers Association, effective July 1, 2022

RECOMMENDATION:

Adopt Resolution 2022-084 authorizing the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel-by-the-Sea Police Officers Association, effective July 1, 2022.

BACKGROUND/SUMMARY:

The unit represented by the POA includes the non-sworn positions of Community Services Officer and Police Services Officer and the sworn positions of Police Officer and Police Sergeant.

With the 2019-2022 MOU between the City and POA set to expire in June 30, 2022, the negotiations teams for both parties met numerous times over the past several months in an effort to reach agreement on a successor MOU. At the Council's request, the City and POA agreed to adopt an interest based-type approach to the meetings, through which the negotiations teams started from a big picture approach and then working methodically, translated the broader concepts into shared interests and conceptual ideas, which the parties ultimately drew from to develop proposals. Key shared interests identified are Long Term Fiscal Stability/ Prudent Fiscal Management, Maintaining service levels/service quality, Employee retention/recruitment, and Stability in Labor Relations.

The City and the POA have reached a tentative agreement on a three-year successor MOU for 2022-2025, featuring a Reduced Staffing Program (Program) and a significant increase to base salaries in the first year of the agreement for sworn employees and more modest base increases for non-sworn employees for each of the three years.

Sworn Employees

The parameters for the Program for sworn employees align with the interests shared by the City and POA by continuing to place top priority on maintaining high levels of service and community safety and ensuring fiscally sustainable operations. Specifically:

- The Program will be adopted on a trial, pilot basis during the term of the MOU and will end automatically upon expiration of the MOU on June 30, 2025, unless the City decides to continue the reduced staffing levels beyond then.
- The Program calls for a comprehensive review of the City's public safety performance under the first two years of the Program, commencing in July 2024 and concluding no later than December 31, 2024. The results of this review will be taken into account in, but will not be solely determinative of, the City's decision whether to continue the Program beyond June 30, 2025.

Should the City decide to discontinue the Program and increase the number of budgeted Association positions beyond July 1, 2025, the City and POA agree that the need for fiscal sustainability will be a factor in determining the scope of meet and confer associated with that decision, including, but not limited to potential modification to one or more elements of total compensation for POA employees effective on or after July 1, 2025. The City and Association agree to meet and confer regarding the effects, if any,

During the term of this MOU, the Program will consist of the following:

- Reduction of budgeted sworn positions to 13 total, including 11 positions represented by the Association. The resulting rank structure will be 1 Chief, 1 Commander, 2 Sergeants, 8 Officers plus 1 Officer assigned as Detective. At no time during the Program will the number of Officer positions exceed 9.
- Compared to present, this restructuring will remove 3 unfilled sworn positions and eliminate the Corporal classification.
- Direct City contributions to 457 deferred compensation plans for eligible employees (defined as those who performed essential sworn duties or were on specified types of authorized leaves of absence for more than half of scheduled hours in the prior year.
 - o \$10,000 in the first year; \$15,000 in the second year; \$20,000 in the third year, paid out incrementally per pay period.
- Assignment of officers to 24-hour standby shifts with standby pay of \$150 per standby shift.

In addition, in furtherance of shared interests in promoting retention of and improving recruitment of highly qualified and motivated officers, the City and POA carefully examined and restructured both the approach to total compensation received by sworn unit members and the associated duties expected of Police Officers. As reflected in the revised job descriptions included as Appendix A to the draft MOU, the heightened expectations encompass policing elements and specialized training in areas such as added mental health response skills, community policing/problem solving, field leadership responsibilities, detective-level capacity by patrol officers, special event coordination duties, and crime scene leadership.

In furtherance of shared interests in Long Term Fiscal Stability/ Prudent Fiscal Management and recognizing the above performance expectations, the POA has agreed to eliminate additional special pays such as shift differential pay, motor officer pay, wellness reimbursement, CA POST education incentive, SWAT/Hostage Negotiation pay, and Field Training Officer pay. (The City and POA agree that motivating pursuit of higher education through the existing education incentive program and encouraging bilingual skills in sworn employees continue to add value in maintaining high service levels to the community and warrant continued special pays.) POA members also continue to pay a portion of their salary toward the employer share and pay the full employee share of retirement benefit costs.

To address the urgent conditions brought about by high vacancy rates and difficulty filling existing sworn vacancies, to compensate for the redefined scope of duties (as discussed above) reflected in the job descriptions for Police Officer contained in Appendix A) and associated heightened standards of performance, and in recognition of the higher salaries offered by comparable police agencies, the City and Association agree to restructure the salary ranges in place as of June 30, 2022 to reduce the number of steps from 6 to 3, define each new step based on years of City service, and apply an increase to base rate of pay for the new steps. The resulting salaries for sworn unit members employed as of July 1, 2022 will be governed by the following rules:

- Members with fewer than 12 months of continuous City service (including new hires after July 1, 2022) will be placed on Step 1, with a resulting annual salary of \$129,230.40 for Police Officers and \$148,635.10 for Police Sergeants.
- Members with fewer than 120 months but more than 12 months of continuous City service will be placed on Step 2, with a resulting annual salary of \$136,032.00 for Police Officers and \$156,458.00 for Police Sergeants.
- Members with more than 120 months of continuous City service will be placed on Step 3, with a resulting annual salary of \$140,112.96 for Police Officers and \$161,151.74 for Police Sergeants.

There will be no increases to the salaries for Step 1, Step 2, or Step 3 during the three-year term of the agreement. Employees on Steps 1 and 2 will remain eligible to advance to the next step on their anniversary date upon their completion of minimum required years of City service and satisfactory or better performance evaluation.

Non-Sworn

Effective July 1, 2022, non-sworn employees will receive a 5% increase to base salary.
Effective July 1, 2023, non-sworn employees will receive a 3% increase to base salary.
Effective July 1, 2024, non-sworn employees will receive a 3% increase to base salary.

In addition, due to an existing parity clause, should the Council approve the increased deferred compensation match tentatively agreed to by the City and General Employees Unit, the non-sworn employees in the POA would also receive that increased match (of up to \$50).

FISCAL IMPACT:

The reduction from six (6) to three (3) defined new steps will increase the POA sworn employees base salary from 32% - 47%. The fiscal impact of the sworn employees:

- Year 1 cost to the City \$756,847, however, the City will defund three (3) Police Officer positions that is equivalent to \$583,470. The difference of \$173, 368 in FY 22/23 will be submitted as a mid-year adjustment.
- Year 2 cost to the City is \$811,847 and the City will defund three (3) Police Officer positions that is equivalent to \$583,470. The difference of \$228,368 will be budgeted into the FY 23/24 operating budget.
- Year 3 cost to the City is \$866,847 and the City will defund three (3) Police Officer positions that is equivalent to \$583,470. The difference of \$283,368 will be budgeted into the FY 24/25 operating budget.

The fiscal impact for the non-sworn employees:

- Year 1 cost to the City is \$54,306.79 and will be absorbed in the current FY 22/23 operating budget.
- Year 2 cost to the City is \$34,213 and will be budgeted in the FY 23/24 operating budget.
- Year 3 cost to the City is \$35,239 and will be budgeted in the FY 24/25 operating budget.

The fiscal impact does not reflect the increases to the CalPERS pension liability for both sworn and miscellaneous based on the negotiated salary increases.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2022-084

Attachment 2) Exhibit A - Salary Schedule POA Classifications

Attachment 3) Exhibit B - Memorandum of Understanding_Red Line Version

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

Attachment 1

RESOLUTION NO. 2022-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND CARMEL BY-THE-SEA POLICE OFFICERS ASSOCIATION AND ADOPTING THE CARMEL POLICE OFFICERS CLASSIFICATION SALARY PLAN IN ACCORDANCE WITH MUNICIPAL CODE 2.52.520 AS OF JULY 1, 2022

WHEREAS, the current Memorandum of Understanding (MOU) between the City and employees represented by the Carmel by-the-Sea Police Officers Association expired; and

WHEREAS, the City of Carmel-by-the-Sea has been in negotiations with the Carmel by-the-Sea Police Officers Association (POA) regarding salaries and benefits; and

WHEREAS, the City and the Carmel by-the-Sea Police Officers Association have reached an agreement which is embodied in the attached Memorandum of Understanding for the period of July 1, 2022 through June 30, 2025; and

WHEREAS, Municipal Code 2.52.520 and amendments thereto provide, among other things that the City Council establish the legal current salary range from the salary schedule for each class of position; and

WHEREAS, the salary resolution is adopted annually or periodically by the City Council upon review and recommendation of the City Administrator; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City's internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, staff recommends that the City Council adopt the current City pay rates and ranges for Carmel by-the-Sea Police Officers classifications **(Exhibit A)**.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

1. The City of Carmel-by-the-Sea City Council authorizes and approves the City of Carmel-by-the-Sea current pay rates and ranges (salary schedule) for City of Carmel-by-the-Sea Police Officers Association **(Exhibit A)**
2. Authorize the City Administrator to execute the Memorandum of Understanding between the City of Carmel-by-the-Sea and the Carmel by-the-Sea Police Officers Association. **(Exhibit B)**

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 13th day of SEPTEMBER, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

ATTEST:

Dave Potter, Mayor

Nova Romero, MMC, City Clerk

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR POLICE OFFICER ASSOCIATION CLASSIFICATIONS
EFFECTIVE JULY 1, 2022
PENDING APPROVAL: City Council September 13, 2022, Resolution #2022-084

POA SWORN CLASSIFICATIONS

Effective July 1, 2022

Classification	Grade	Pay	Step 1	Step 2	Step 3
Police Officer	P - 3	Hourly	\$ 62.13	\$ 65.40	\$ 67.36
		Monthly	\$ 10,769.20	\$ 11,336.00	\$ 11,676.08
		Annual	\$ 129,230.40	\$ 136,032.00	\$ 140,112.96
Police Sergeant	P- 5	Hourly	\$ 71.46	\$ 75.22	\$ 77.48
		Monthly	\$ 12,386.26	\$ 13,038.17	\$ 13,429.31
		Annual	\$ 148,635.10	\$ 156,458.00	\$ 161,151.74

Step 1: 0-12 months

Step 2: 12-120 months

Step 3: More than 120 months

POA NON-SWORN CLASSIFICATIONS

5% effective July 1, 2022		Longevity*						
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Services Officer	P-1	Hourly:	\$ 27.90	\$ 29.54	\$ 31.00	\$ 32.54	\$ 34.17	\$ 35.21
		Monthly:	\$ 4,835.74	\$ 5,119.66	\$ 5,372.64	\$ 5,640.18	\$ 5,922.28	\$ 6,103.07
		Annual:	\$ 58,028.88	\$ 61,435.92	\$ 64,471.68	\$ 67,682.16	\$ 71,067.36	\$ 73,236.80
Police Services Officer	P2	Hourly:	\$ 30.32	\$ 31.84	\$ 33.43	\$ 35.10	\$ 36.86	\$ 37.96
		Monthly:	\$ 5,256.16	\$ 5,518.24	\$ 5,794.88	\$ 6,084.26	\$ 6,388.20	\$ 6,579.73
		Annual:	\$ 63,073.92	\$ 66,218.88	\$ 69,538.56	\$ 73,011.12	\$ 76,658.40	\$ 78,956.80

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR POLICE OFFICER ASSOCIATION CLASSIFICATIONS
EFFECTIVE JULY 1, 2023
PENDING APPROVAL: City Council September 13, 2022, Resolution #2022-084

POA SWORN CLASSIFICATIONS

Effective July 1, 2023

Classification	Pay	Step 1	Step 2	Step 3
Police Officer	Hourly	\$ 62.13	\$ 65.40	\$ 67.36
	Monthly	\$ 10,769.20	\$ 11,336.00	\$ 11,676.08
	Annual	\$ 129,230.40	\$ 136,032.00	\$ 140,112.96
Police Sergeant	Hourly	\$ 71.46	\$ 75.22	\$ 77.48
	Monthly	\$ 12,386.26	\$ 13,038.17	\$ 13,429.31
	Annual	\$ 148,635.10	\$ 156,458.00	\$ 161,151.74

Step 1: 0-12 months

Step 2: 12-120 months

Step 3: More than 120 months

POA NON-SWORN CLASSIFICATIONS

3% effective July 1, 2023									Longevity*
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Community Services Officer	P-1	Hourly:	\$ 28.74	\$ 30.42	\$ 31.93	\$ 33.52	\$ 35.20	\$ 36.27	
		Monthly:	\$ 4,981.08	\$ 5,272.80	\$ 5,534.53	\$ 5,810.13	\$ 6,101.33	\$ 6,286.80	
		Annual:	\$ 59,772.96	\$ 63,273.60	\$ 66,414.40	\$ 69,721.60	\$ 73,216.00	\$ 75,441.60	
Police Services Officer	P2	Hourly:	\$ 31.23	\$ 32.79	\$ 34.43	\$ 36.15	\$ 37.96	\$ 39.10	
		Monthly:	\$ 5,413.13	\$ 5,683.60	\$ 5,968.37	\$ 6,266.52	\$ 6,579.73	\$ 6,777.33	
		Annual:	\$ 64,957.57	\$ 68,203.20	\$ 71,620.43	\$ 75,198.24	\$ 78,956.80	\$ 81,328.00	

CITY OF CARMEL-BY-THE-SEA
PAY SCHEDULE FOR POLICE OFFICER ASSOCIATION CLASSIFICATIONS
EFFECTIVE JULY 1, 2024
PENDING APPROVAL: City Council September 13, 2022, Resolution #2022-084

POA SWORN CLASSIFICATIONS

Effective July 1, 2024

TITLE	Pay	Step 1	Step 2	Step 3
Police Officer	Hourly	\$ 62.13	\$ 65.40	\$ 67.36
	Monthly	\$ 10,769.20	\$ 11,336.00	\$ 11,676.08
	Annual	\$ 129,230.40	\$ 136,032.00	\$ 140,112.96
Police Sergeant	Hourly	\$ 71.46	\$ 75.22	\$ 77.48
	Monthly	\$ 12,386.26	\$ 13,038.17	\$ 13,429.31
	Annual	\$ 148,635.10	\$ 156,458.00	\$ 161,151.74

Step 1: 0-12 months

Step 2: 12-120 months

Step 3: More than 120 months

POA NON-SWORN CLASSIFICATIONS

3% effective July 1, 2024		Longevity*						
Classification	Grade	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Services Officer	P-1	Hourly:	\$ 29.60	\$ 31.33	\$ 32.88	\$ 34.52	\$ 36.25	\$ 37.35
		Monthly:	\$ 5,131.05	\$ 5,430.53	\$ 5,699.20	\$ 5,983.47	\$ 6,283.33	\$ 6,474.00
		Annual:	\$ 61,572.58	\$ 65,166.40	\$ 68,390.40	\$ 71,801.60	\$ 75,400.00	\$ 77,688.00
Police Services Officer	P2	Hourly:	\$ 32.17	\$ 33.77	\$ 35.47	\$ 37.23	\$ 39.10	\$ 40.27
		Monthly:	\$ 5,575.60	\$ 5,853.47	\$ 6,148.13	\$ 6,453.20	\$ 6,777.33	\$ 6,980.13
		Annual:	\$ 66,907.15	\$ 70,241.60	\$ 73,777.60	\$ 77,438.40	\$ 81,328.00	\$ 83,761.60

MEMORANDUM OF UNDERSTANDING

Between the

City of Carmel-by-the-Sea

And the

Carmel-by-the-Sea Police Officers Association

For the period

July 1, ~~2019~~2022 through June 30, ~~2022~~2025

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**Memorandum of Understanding
Between
The City of Carmel-by-the-Sea
And
City of Carmel-by-the-Sea Police Officers Association**

ARTICLE 1:~~ARTICLE 1:-~~ PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Cannel-by-the-Sea, hereinafter referred to as “City,” and the City of Carmel-by-the-Sea Police Officers Association, hereinafter referred to as “Association,” pursuant to California Government code Section 3500 et seq. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 2:~~ARTICLE 2:-~~ RECOGNITION

2.1 The City of Carmel-by-the-Sea recognizes the Association as the recognized and exclusive representative for the following non-exempt classifications:

Community Services Officer
Police Services Officer
Police Officer
Police Corporal*
Police Sergeant

*The City intends to eliminate the classification of Police Corporal during the term of this MOU and will eliminate positions as they become vacant. Once eliminated, the classification will be removed from the bargaining unit.

ARTICLE 3:~~ARTICLE 3:-~~ TERM OF CONTRACT

3.1 The term of this MOU shall be from July 1, ~~2019~~2022, and continue through June 30, ~~2022~~2025. The POA and the City agree to commence bargaining for a subsequent MOU within 120 days prior to the end of this contract.

ARTICLE 4:~~ARTICLE 4:-~~ PROBATION

4.1 Probationary Period: All original, promotional and re-hire appointments shall be tentative and subject to a probationary period. Original hires and re-hires shall be subject to an eighteen (18) month period of actual and continuous service. Promotional appointments shall be subject to a one (1) year period of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the numbers of days the employee is on leave.

4.2 Objective of Probationary Period: The probationary period shall be regarded as part of the selection process and shall be utilized for training and observation of the

probationary ~~+~~ employee on work assignments and standards in order to evaluate the probationary employee's performance.

4.3 Rejection of Probationary Employee: During the probation period, an employee may be rejected at any time by the City Administrator upon recommendation of the Department Manager without cause and without the right of appeal. Notification of rejection shall be served on the probationary employee in writing. Any promoted employee who is rejected during the probationary period shall be entitled to return to the position held prior to promotion at the range and step held prior to promotion, unless the probationary employee is discharged, in which case no reinstatement shall occur.

4.4 Extension of Probation: All efforts will be made to sufficiently evaluate the probationary employee during the designated period. An extension of the probationary period, however, may be recommended by the Public Safety Director when good cause exists. Such extension shall be for a specific period of time not to exceed three (3) months.

~~ARTICLE 5: COMPENSATION~~

~~5.1 — Salary Adjustments Sworn Personnel:~~

~~A. — 2019/20 Salaries~~

~~Effective the first full pay period following ratification of this agreement by the POA, salaries shall be increased by three percent (3.0%).~~

ARTICLE 5: REDUCED STAFFING PROGRAM

5.1 The Reduced Staffing Program (Program), has been developed jointly between the City and Association. The Program is being adopted on a trial, pilot basis during the term of this agreement and will end automatically upon expiration of this agreement, unless the City decides to continue the reduced staffing levels beyond the term of this agreement. During the term of this agreement, the Program will implement the following:

A. The City will reduce the budgeted positions to 13 total sworn positions, including 11 positions represented by the Association.

1 Structural Transition Period: The rank structure to be followed during the Program includes a total department complement of 1 Chief, 1 Commander, 2 Sergeants, 8 Officers plus 1 Officer assigned as Detective. At no time during the Program shall the number of Officer positions exceed 9.

B. The City will make direct contributions to deferred compensation (457 plans) for eligible employees in the amounts set forth below during the term of this agreement. Eligibility for contributions for the 2023-2024 and 2024-2025 fiscal years shall be limited to sworn unit members who performed the essential duties of their sworn positions for more than half of the regularly scheduled hours for the position in the prior fiscal year. Authorized hours taken off work due to the following types of leaves of absence shall count as regularly scheduled work hours for purposes of determining eligibility to receive the deferred contributions under this provision: illness or injury leave whether sick leave or workers compensation leave pursuant to Labor Code section 4850; leave under the Family

Medical Leave Act, California Family Rights Act, or Pregnancy Disability Leave Law; leave provided as a reasonable accommodation under the California Fair Employment and Housing Act or Americans with Disabilities Act; or Military leave. Paid administrative leave time shall also count as regularly scheduled work hours under this section, unless the leave is due to an investigation, and the employee is terminated due to one or more sustained investigation findings. Total contributions shall be distributed evenly across the pay periods in each fiscal year for such eligible employees during the term of this agreement, as follows:

- ~~Effective the first full~~ For the 2022-2023 fiscal year: \$10,000, at a rate of approximately \$526.32 per pay period, starting with the pay period following ratification of this agreement ~~by the POA, a one-time equity payment of 1%, with said payment not subject to CalPERS reporting of benefits, and adoption by the City Council.~~
- For the 2023-2024 fiscal year, \$15,000 at a rate of \$625 per pay period.
- For the 2024-2025 fiscal year, \$20,000 at a rate of \$833.33 per pay period.

C. The City will provide standby pay at a rate of \$150 per 24-hour period to employees assigned to standby status. The parties agree that the City will adopt a policy setting forth terms and conditions for employees on standby status, subject to applicable meet and confer obligations.

5.2 The City and Association agree that maintaining high levels of service and community safety and ensuring fiscally sustainable operations are top priorities. To that end, the City and Association agree to undertake a comprehensive review of the City's public safety performance under the first two years of the Program, commencing in July 2024 and concluding no later than December 31, 2024. The results of this review will be taken into account in, but shall not be solely determinative of, the City's decision whether to continue the Program beyond June 30, 2025. The City and Association agree to meet and confer regarding the effects, if any, from the City's decision, commencing in January 2025.

A. The City and Association understand and agree that should the City decide to increase the number of budgeted Association positions effective on or after July 1, 2025, the need for fiscal sustainability will be a factor in determining the scope of meet and confer associated with that decision, including, but not limited to potential modification to one or more elements of total compensation for Association employees effective on or after July 1, 2025.

ARTICLE 6: BASE COMPENSATION

6.1. Base Rate of Pay

~~B. 2020/21 Salaries~~

~~Effective July 1, 2020, salaries shall be increased by three percent (3%).~~

~~C. 2021/22 Salaries~~

~~Effective July 1, 2021, salaries shall be increased by four percent (4%).~~

~~5.2 Salary Adjustments Non-Sworn Personnel:~~

~~A. 2019/20 Salaries~~

~~Effective the first full pay period following ratification of this agreement by the POA, salaries shall be increased by two percent (2.0%).~~

~~B. 2020/21 Salaries~~

~~Effective July 1, 2020, salaries shall be increased by one and one half percent (1.5%).~~

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~~C. 2021/22 Salaries~~

~~Effective July 1, 2021, salaries shall be increased by one and one half percent (1.5%).~~

~~ARTICLE 6: EDUCATIONAL INCENTIVE PLAN~~

~~6.1 Payment Established: The City Counsel, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Educational Incentive Pay Plan (HP).~~

~~6.2 Definitions: For the purpose of this program, the following definitions shall apply:~~

For purposes of this agreement, Base Rate of Pay shall mean the hourly rate of an employee as established by the City Council, and shall not include any overtime, holiday-in-lieu pay, incentive pay, allowances, or other supplemental benefit. Base pay is distinct from the “regular rate,” which includes all remuneration paid to the employee for employment, except payments specifically excluded by the Fair Labor Standards Act.

6.2. Base Rate of Pay for Sworn Members

A. Step placement effective the first pay period of July 1, 2022: To address the urgent conditions brought about by high vacancy rates and difficulty filling existing sworn vacancies, to compensate for the redefined scope of duties (as reflected in the job descriptions for Police Officer contained in Appendix A) and associated heightened standards of performance, and in recognition of the higher salaries offered by comparable police agencies, the City and Association agree to restructure the salary ranges in place as of June 30, 2022 to reduce the number of steps from 6 to 3, define each new step based on years of City service, and apply an increase to base rate of pay for the new steps. The resulting amount of increase for sworn unit members employed as of July 1, 2022 will be governed by the following rules:

1. Members with fewer than 12 months of continuous City service will be placed on Step 1.

2. Members with fewer than 120 months but more than 12 months of continuous City service will be placed on Step 2.
3. Members with more than 120 months of continuous City service will be placed on Step 3.

B. Employees hired into sworn unit positions after July 1, 2022 will be placed on Step 1.

C. The parties agree that the City will provide no further increases to base compensation during the term of this agreement. Individual employees on steps 1 and 2 remain eligible on their anniversary date to advance to step 2 and 3 upon completion of corresponding years of City service and satisfactory or better performance evaluation.

E. The parties agree that the full amount of base compensation set forth in the tables below is intended to be PERSable as payrate for classic members and as base pay within the meaning of pensionable compensation for new members.

6.3 -Sworn Personnel Salary Tables:

July 1, 2022

<u>TITLE</u>	<u>Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>=</u> <u>Police Officer</u> <u>=</u>	<u>Hourly</u>	<u>62.13</u>	<u>65.40</u>	<u>67.36</u>
	<u>Monthly</u>	<u>10,769.20</u>	<u>11,336.00</u>	<u>11,676.08</u>
	<u>Annual</u>	<u>129,230.40</u>	<u>136,032.00</u>	<u>140,112.96</u>
<u>=</u> <u>Police Sergeant</u> <u>=</u>	<u>Hourly</u>	<u>71.46</u>	<u>75.22</u>	<u>77.48</u>
	<u>Monthly</u>	<u>12,386.26</u>	<u>13,038.17</u>	<u>13,429.31</u>
	<u>Annual</u>	<u>148,635.10</u>	<u>156,458.00</u>	<u>161,151.74</u>

July 1, 2023

<u>TITLE</u>	<u>Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>=</u> <u>Police Officer</u> <u>=</u>	<u>Hourly</u>	<u>62.13</u>	<u>65.40</u>	<u>67.36</u>
	<u>Monthly</u>	<u>10,769.20</u>	<u>11,336.00</u>	<u>11,676.08</u>
	<u>Annual</u>	<u>129,230.40</u>	<u>136,032.00</u>	<u>140,112.96</u>
<u>=</u> <u>Police Sergeant</u> <u>=</u>	<u>Hourly</u>	<u>71.46</u>	<u>75.22</u>	<u>77.48</u>
	<u>Monthly</u>	<u>12,386.26</u>	<u>13,038.17</u>	<u>13,429.31</u>
	<u>Annual</u>	<u>148,635.10</u>	<u>156,458.00</u>	<u>161,151.74</u>

July 1, 2023

<u>TITLE</u>	<u>Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Police Officer</u>	<u>Hourly</u>	<u>62.13</u>	<u>65.40</u>	<u>67.36</u>
	<u>Monthly</u>	<u>10,769.20</u>	<u>11,336.00</u>	<u>11,676.08</u>
	<u>Annual</u>	<u>129,230.40</u>	<u>136,032.00</u>	<u>140,112.96</u>
<u>Police Sergeant</u>	<u>Hourly</u>	<u>71.46</u>	<u>75.22</u>	<u>77.48</u>
	<u>Monthly</u>	<u>12,386.26</u>	<u>13,038.17</u>	<u>13,429.31</u>
	<u>Annual</u>	<u>148,635.10</u>	<u>156,458.00</u>	<u>161,151.74</u>

Step 1: 0-12 monthsStep 2: 12-120 monthsStep 3: More than 120 monthsJuly 1, 2022

<u>TITLE</u>	<u>Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Police Corporal</u>	<u>Hourly</u>	<u>64.41</u>	<u>67.80</u>	<u>69.84</u>
	<u>Monthly</u>	<u>11,165.03</u>	<u>11,752.67</u>	<u>12,105.25</u>
	<u>Annual</u>	<u>133,980.40</u>	<u>141,032.00</u>	<u>145,262.96</u>

July 1, 2023

<u>TITLE</u>	<u>Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Police Corporal</u>	<u>Hourly</u>	<u>64.41</u>	<u>67.80</u>	<u>69.84</u>
	<u>Monthly</u>	<u>11,165.03</u>	<u>11,752.67</u>	<u>12,105.25</u>
	<u>Annual</u>	<u>133,980.40</u>	<u>141,032.00</u>	<u>145,262.96</u>

July 1, 2024

<u>TITLE</u>	<u>Pay</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Police Corporal</u>	<u>Hourly</u>	<u>64.41</u>	<u>67.80</u>	<u>69.84</u>
	<u>Monthly</u>	<u>11,165.03</u>	<u>11,752.67</u>	<u>12,105.25</u>
	<u>Annual</u>	<u>133,980.40</u>	<u>141,032.00</u>	<u>145,262.96</u>

Step 1: 0-12 monthsStep 2: 12-120 monthsStep 3: More than 120 months6.4 Base Rate of Pay for Non-Sworn Members:A. 2022/23 Salaries

Effective the first full pay period of July 2022, base rate of pay shall be increased by five percent (5.0%).

B. 2023/24 Salaries

Effective July 1, 2023, base rate of pay shall be increased by three percent (3%).

C. 2024/2025 Salaries

Effective July 1, 2024, base rate of pay shall be increased by three percent (3%).

ARTICLE 7: ACADEMIC EDUCATIONAL INCENTIVE PLAN

7.1 Payment Established: The City Council, having determined the acquisition of additional education by employees makes those employees more valuable to the City, does hereby establish an Academic Educational Incentive Pay Plan (AEIP).

7.2 Definitions: For the purpose of this program, the following definitions shall apply:

A. ~~B.~~ Satisfactory Completion shall mean a grade of “C” or better in any course.

- No more than one-third (1/3) of the total number of units considered for ~~EIP~~ AEIP may be on a “credit only” or “pass/fail” basis (limit of 10 out of 30 units or 20 out of 60 units). Units earned with a “Credit Minus” grade will not be considered eligible under the ~~EIP~~ AEIP program. For graduate level courses, a course grade of “B” or higher is needed to be considered as Satisfactory Completion under ~~EIP~~ AEIP. To be eligible for the ~~EIP~~ AEIP program, all coursework must be completed at an accredited educational institution.

B. ~~C.~~ College Level shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or by equivalent organizations in other states and countries, or which have the prior approval of the City Administrator.

C. ~~D.~~ Job-Related shall mean any college level course related to technical or specialized aspects of the employee’s position, as well as courses meeting general educational degree requirements, which are reasonably job-related. The City Administrator’s determination of the eligibility of any course shall be final and shall be obtained prior to taking course.

D. ~~E.~~ Units shall mean semester units (two semesters to a full academic year). Each quarterly or trimester unit shall be counted at a value of .67% of a semester unit.

~~F. POST shall mean Commission on Peace Officer Standards and Training. Certificates issued by POST represent various levels of training, and are~~

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~~required for advancement, or are available to Police Officers, Police Corporals, Police Sergeants, and Police Services Officers. Community Services Officers may also be eligible for POST training based on job expectations.~~

~~6.3~~ 7.3 Eligibility.

Eligibility: In order for employees to be eligible for ~~EIP~~ AEIP, all of the following conditions shall be met:

~~1. Employees currently employed, as of the effective date of this MOU, shall become eligible for EIP once he or she successfully completes 18 months of continuous service to the City. This period of time may be waived at the discretion of the City Administrator.~~

1. Employees who are not required to possess a college-level degree as a minimum qualification for their position, yet have earned one or more college-level degrees, are eligible to receive education incentive pay under this section..

~~2. Employees hired after January 1, 2017, shall become eligible for EIP on their date of hire.~~

2. ~~3.The~~ For current employees seeking to obtain a college-level degree, the education, training or instruction shall be acquired at times when the City does not compensate the employee. Reimbursement to the employee by the City for the costs of books, tuition, or supplies shall not affect eligibility. Scholarships or veteran's benefits shall not be considered ~~EIP~~ AEIP compensation.

3. ~~4.~~ Credit shall not be given for work experience, even though an academic institution may have given credit for such experience, until such time as a degree is granted the employee by such institution.

4. ~~5.~~ The employee shall submit to the City Administrator through the Department Manager a list of courses and credits, together with transcripts or other proof of satisfactory completion, as may be required to verify the acquisition of claimed credits.

~~6.4 POST educational incentive.~~

7.4 Payment of Academic Educational Incentive.

~~Documented successful completion of training will result in the adjustment to base pay as indicated for each training. Awards will be cumulative:~~

Basic	0%
Intermediate	1%
Advanced	2%
Supervisory	2%

~~6.5 Academic educational incentive.~~

~~Base pay adjustments will NOT be cumulative but will be assigned based on the highest degree attained.~~

~~-4-~~

Associates	2%
Bachelor's	5%
Master's	6%

Employees who have or obtain the following degrees, subject to the limitations described elsewhere in Article 7, shall be paid the following annual benefit amount to be provided on a pro-rated, per-paycheck basis over the course of 24 pay periods. Employees holding multiple college-level degrees will be paid for the highest level completed only. The maximum total annual payment to an employee under this Section shall not exceed \$7,000 annually.

<u>Associates</u>	<u>\$2,500</u>
<u>Bachelors</u>	<u>\$6,000</u>
<u>Masters</u>	<u>\$7,000</u>

~~6-6~~7.5 Timing

Timing of document submission: ~~Receipts and completed~~ Completed documentation is expected to be submitted within 90 days of the date on which the grade for the course is released from the institution. Failure to submit information in a timely manner may result in delay or denial of ~~reimbursement~~ EIP.

Time of payment: EIP shall be paid to eligible employees beginning with the pay period immediately following the one in which the City Administrator has verified that all documentation for completed ~~courses, certifications, or~~ degrees meets required expectations and is supported by an approved application for EIP. This verification period shall not exceed 60 calendar days. Following 60 calendar days after submission, if no challenge has been raised, the documentation will be accepted as complete and valid and the pay added beginning with the next available pay period.

ARTICLE 8:~~ARTICLE 7:~~ RETIREMENT

~~7-1~~8.1 Retirement Benefits for Sworn Safety Members.

This Section ~~7-1~~8.1 (including subsections) applies to sworn safety members who are contributing members of the California Public Employees' Retirement System (PERS).

- A. Retirement Benefits for Sworn Safety Members Hired On or Before November 1, 2011 Employees hired on or before November 1, 2011, shall be eligible to receive the 3% @ 50 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean single highest year of compensation. Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section ~~7-4~~8.4 below.
- B. Retirement Benefits for Sworn Safety Members Hired After November 1, 2011, but Before January 1, 2013, and Classic Members as Determined by CalPERS Employees hired after November 1, 2011, but before January 1, 2013, and for "classic" employees within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA") who are hired on or after January 1, 2013, shall be eligible to receive the 2% @ 50 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member's retirement or the highest average pensionable compensation earned during 3 consecutive years of service.

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Employees covered by this section shall pay 100% of the required member contribution, which is 9%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section ~~7.4~~ 8.4 below.

- C. Retirement Benefits for Sworn Safety Members Hired On or After January 1, 2013 Employees hired on or after January 1, 2013, shall be eligible to receive the 2.7% @ 57 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the pensionable compensation earned during the 3 consecutive years of service immediately preceding the member's retirement. Employees covered by this section shall pay 100% of the required member contribution. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section ~~7.4~~ 8.4 below.

~~7.2~~8.2 Retirement Benefits for Miscellaneous Members.

This Section ~~7.2~~ 8.2 (including subsections) applies to miscellaneous members who are contributing members of PERS.

- A. Retirement Benefits for Miscellaneous Members Hired On or Before November 1, 2011 Employees hired on or before November 1, 2011, shall be eligible to receive the 2% @ 55 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the highest average pensionable compensation earned during 3 consecutive years of service. Employees covered by this section shall pay 100% of the required member contribution, which is 7%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section ~~7.4~~ 8.4 below.
- B. Retirement Benefits for Miscellaneous Members Hired After November 1, 2011, but Before January 1, 2013, and Classic Members as Determined by CalPERS Employees hired after November 1, 2011, but before January 1, 2013, and for "classic" employees within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA") who are hired on or after January 1, 2013, shall be eligible to receive the 2% @ 60 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the highest average pensionable compensation earned during 3 consecutive years of service Employees covered by this section shall pay 100% of the required member contribution, which is 7%. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section ~~7.4~~ 8.4 below.

~~6~~

Retirement Benefits for Miscellaneous Members Hired On or After January 1, 2013 Employees hired on or after January 1, 2013, shall be eligible to receive the 2% @ 62 retirement benefit formula. For purposes of determining a retirement benefit, final compensation for employees covered by this section shall mean the

pensionable compensation earned during the 3 consecutive years of service immediately preceding the member's retirement. Employees covered by this section shall pay 100% of the required member contribution, which is 50% of the normal cost established by PERS. In addition, these employees shall pay a percentage of their compensation towards the employer's contribution, as described in section ~~7.3~~8.4.

~~7.3~~8.3 Retirement Cost Sharing.

The CITY shall pay the employer rate prescribed by the Public Employees' Retirement System (PERS) in accordance with the rules and regulations governing such employer contributions. Effective July 1, 2015, employees will pay a portion of the employer rate, as prescribed below.

- A. Classic sworn Employees shall pay 100% of the required member contribution rate (9%), plus an additional 3.0% of pensionable compensation towards the employer's contribution for a total of 12%.

Classic non-sworn employees shall pay 100% of the required member contribution rate (7%), plus an additional 3% of pensionable compensation towards the employer's contribution for a total of 10%.

For the duration of this contract, classic members, as defined by CalPERS (MOU sections ~~7.1~~8.1 A. & B. and sections ~~7.2~~8.2 A. & B.), shall contribute no more than 12% (sworn) or 10% (non-sworn) of pensionable compensation towards retirement.

- B. PEPRAs shall pay 50% of the plan's total normal cost, plus an additional 3% of pensionable compensation.

~~For~~In accordance with the side agreement reached by the parties (included as Appendix B to this Agreement), for the duration of this contract, Sworn PEPRAs, as defined by CalPERS (MOU sections ~~7.1~~8.1 C. and sections ~~7.2~~8.2 C.) shall pay no more than ~~15~~16% of pensionable compensation towards retirement, unless required by law (i.e., if 50% of the Normal Cost exceeds ~~15~~16%).

During the term of this agreement, the parties agree to work together further to take all steps reasonably required to address issues related to possible overpayment of cost-sharing amounts by PEPRAs and for the City to adopt and implement any required revisions or amendments to its contract with CalPERS and/or associated City resolutions to effectuate the previously agreed-to cost-sharing under this Article.

- C. For the duration of this contract, the City shall not impose any increases to the member contribution for classic or PEPRAs members beyond those provided herein unless the employer contribution is reduced by a commensurate rate or as otherwise negotiated by the parties.

~~7~~

~~7.4~~8.4 The CITY shall continue to maintain the following, contracted retirement options:

- A. Single Highest Year (only for employees hired on or before November 1, 2011).

- B. Fourth level of 1959 Survivors Benefit (\$2.00 per month cost to the employee).
 - 1. The City and the Association agree to monitor the funding of this option. When only two years of funding remain in this account the City and the Association agree to reopen negotiations on this issue to discuss future funding of this benefit.
- C. The City agrees to permit members, if they choose, to purchase military service credit as public service to the extent permitted by PERS, solely at the members' expense.
- D. Pursuant to Resolution No. 96-116 qualified members shall have the option to elect the pre-tax payroll deduction plan for their service credit purchases (i.e., redeposit, service prior to membership, military service, etc.).
- E. In accordance with Government Code Section 20965, upon retirement, members may elect to convert unused accumulated sick leave toward additional CalPERS service credit.

ARTICLE 9:~~ARTICLE 8:~~ DEFERRED COMPENSATION

~~8.19.1~~ The CITY offers employees the opportunity to participate in a deferred compensation plan on a voluntary basis through the payroll deduction plan.

Participation and contributions are regulated by the rules and regulations established by the Internal Revenue Service (IRS) for such plans (457 Plans). Nothing in this section shall prohibit or restrict this voluntary participation, in the plan(s) offered by the City.

~~8.2~~9.2 Except as provided below for sworn safety unit members, the CITY shall make monthly contributions on behalf of each ~~non-safety and~~safety unit member of the ASSOCIATION as follows:

PEPRA Employees	\$100/month
Classic Employees	\$ 25/month

The individual members of the ASSOCIATION shall specify the plan and investment option(s). During the term of this Agreement, City contributions to deferred compensation shall be made solely in conjunction with the Reduced Staffing Pilot Program set forth in Article 5. This Article 9 shall not apply to sworn safety unit members during the term of this agreement.

~~8.39.3~~ In the event ~~non-safety~~non-sworn members represented by another Association of employees with the City of Carmel-by-the-Sea receive additional ~~CITY~~City paid monthly contributions for deferred compensation during the term of this agreement, ~~non-safety~~non-sworn members of the ~~ASSOCIATION~~Association shall receive a comparable increase in monthly compensation to his/her deferred compensation plan, effective on the first month following approval of this benefit by the City

Council. In no event shall this additional compensation be deemed to be paid retroactively ~~to the beginning date of this Agreement~~ beyond the effective date on which the non-Association non-sworn employees receive their increase.

ARTICLE 10:~~ARTICLE 9:~~ UNIFORM ALLOWANCE

~~9.1~~10.1 All members shall be entitled to the following uniform allowances:

- Safety members: \$~~120.00~~80 per/mo.
- Non-Safety members: \$120.00 per/mo.

The uniform allowance shall be PERS-able for classic members, as defined above, only.

ARTICLE 11:~~ARTICLE 10:~~ HOLIDAYS

~~10.1~~11.1 The City observes the following holidays:

- A. New Year's Day — January 1
- B. Martin Luther King Day — third Monday of January
- C. Lincoln's Birthday — February 12
- D. Presidents' Day — third Monday of February
- E. Memorial Day — last Monday of May
- F. Independence Day — July 4th
- G. Labor Day — first Monday of September
- H. Veteran's Day — November 11th
- I. Thanksgiving Day
- J. The day after Thanksgiving
- K. Christmas Eve — December 24th
- L. Christmas Day — December 25th

~~10.2~~11.2 In the event a holiday falls on a Saturday, Municipal Departments shall remain open on the preceding Friday, but employees shall be given either the preceding Friday or the following Monday, at the discretion of the Department Manager and City Administrator, as an in-lieu holiday. In the event a holiday falls on a Sunday it shall be observed on Monday.

ARTICLE 12:~~ARTICLE 11:~~ HOLIDAY ACCRUAL

~~11.1~~12.1 Members of the Association shall be paid straight time pay based on the number of hours in the employee's regularly scheduled shift for each of the holidays listed in Article 10 of this agreement. Members will be paid during the same pay period in which the holiday falls.

~~11.2~~12.2 If a holiday falls on a day on which a member is on a regularly scheduled day off, the member shall still receive holiday pay.

~~11.3~~12.3 The Director of Public Safety may designate certain staff members as "nonessential" on any given holiday and may, in lieu of providing holiday pay, allow those staff members to be off.

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~~11.4~~ 12.4 Subject to the advance approval of the Director of Public Safety, a member may elect to work a regularly scheduled holiday and take an alternate day off instead. The alternate date should fall within the same pay period.

~~11.5~~ 12.5 Holidays not used on the observed holiday will be paid.

~~ARTICLE 13:~~ ~~ARTICLE 12:~~ = GENERAL LEAVE

~~12.1~~ 13.1 Each member shall receive one regularly scheduled shift day of general leave per year, regardless of the member's hire date. General leave may only be used with the approval of the member's supervisor. General leave may not be rolled over from one year to the next.

~~ARTICLE 14:~~ ~~ARTICLE 13:~~ = VACATION ACCRUAL

~~13.1~~ 14.1 Members shall accrue vacation on a monthly basis beginning on the date of hire. With the exception of lateral hires, no vacation time may be taken until an employee has successfully completed twelve months of employment.

Members shall accrue vacation on the following schedule:

1 — 4 Years of Service	80 hours per year
5 — 10 Years of Service	120 hours per year
11 — 14 Years of Service	160 hours per year
15 years of service and over	176 hours per year

- A. The maximum amount of vacation time that may be held in an unused status shall be the amount an employee is entitled to accrue in two (2) anniversary years. The department manager may grant exceptions with approval by the City Administrator. Once this accrual cap has been reached, employees will cease to accrue additional hours until such time as existing accrual balances are used.
- B. Vacation Buy-Back Exception: In the event an employee achieves the maximum accrual cap in a pay period and is unable to take sufficient vacation hours to reduce his/her accrual bank below maximum, due to staffing constraints, the department manager may approve a vacation buyback of up to one month's worth of accrual, payable at the employee's hourly rate in the pay period in which the maximum cap is reached.

~~13.2~~ 14.2. Vacation scheduling:

After their first twelve months of employment (except for lateral hires), all employees are expected to schedule a minimum of one full calendar week of vacation annually. Available dates will be open for selection based on seniority.

1. Scheduling restrictions. No more than one person in each classification/rank may be on vacation or other types of off duty hours at any given time.

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2. Sign up process. Vacation schedules shall be posted annually. Vacation sign up will occur during the month of January and be completed by January 31. Sign up shall be on the basis on Department seniority. Senior employees shall have first preference, unless exercise of such preference interferes with the service of the Department.

Vacations must be scheduled in minimum 40-hour blocks.

There will be two (2) separate rounds during which sign up will occur:

- a. Round One. Everyone must sign up for a minimum of 40-hours of vacation.

The maximum number of days any person may schedule is limited to the number of total vacation hours that person anticipates accruing prior to the scheduled vacation date.

- b. Round Two. A person may sign up for additional vacation hours if they have additional accrued hours still available

Sign up is not mandatory during round two.

Vacation accruals must be earned prior to use. Employees are not authorized to have a negative vacation accrual at any time.

For special circumstances or unforeseen situations, upon written request, the Public Safety Director may approve vacations that do not conform to this section.

The Public Safety Director retains the right to deny the vacation period requested by an employee, or require that an employee reschedule a scheduled vacation when the Public Safety Director determines that doing so is in the interests of the service of the Department, in which case the Department will work with the employee to schedule alternative dates for his/her vacation.

3. Holiday exclusion. Vacation time shall not be charged for any regular holidays occurring during the vacation period.

ARTICLE 15:~~ARTICLE 14:~~ BEREAVEMENT LEAVE

~~14.1~~15.1 Each member of the ASSOCIATION shall be entitled to twenty-four (24) hours of bereavement leave each fiscal year for serious illness, disability, or death in the employee's immediate family.

~~14.2~~15.2 Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require ~~14~~ the employee furnish satisfactory proof to substantiate the use of bereavement leave. **Bereavement** leave shall not be subtracted from an employee's sick leave account and shall not accrue from one fiscal year to the next.

ARTICLE 16: ~~ARTICLE 15:~~ SICK LEAVE

~~15.1~~ 16.1 Each member shall accrue eight hours of sick leave per month. Sick leave is to be used in accordance with the procedure(s) outlined below and in the Personnel Ordinance of the Municipal Code of the City of Carmel-by-the-Sea. Employees other than full-time employees (e.g., part-time, seasonal, and/ or temporary workers) shall accrue and be able to use sick leave consistent with the requirements of the Healthy Families Act of 2014 (California Government Code Sections 245-249.) These employees shall begin to accrue sick leave on the date of commencement of employment, and shall accrue one hour for every thirty (30) hours worked. Employees shall be eligible to use paid sick leave no sooner than ninety (90) days after commencement of employment. Employees may use a maximum of three (3) days of paid sick leave in one calendar year, and may carry over up to six (6) days of paid sick leave from one calendar year to another. These employees shall be able to use paid sick leave for the same reasons for which full time employees shall be able to use paid sick leave.

~~15.2~~ 16.2 Employees may use paid sick leave for any of the following purposes:

- A. Diagnosis, care, or treatment of an existing health condition of the employee or his or her family member. For the purposes of paid sick leave, family member includes the unit member's child, parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, or sibling;
- B. Preventative care for the unit member or the employee's family member; and
- C. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Charges against an employee's credit shall be rounded off to the lowest hour, for example:

<u>Time off work</u>	<u>Time charged</u>
59 minutes or less	0
1 hour	1 hour
1 hour and any segment of the next hour	1 hour

- D. Use of sick leave of 59 minutes or less, with written physician verification or other required certification, shall not be charged to an employee's sick leave account.

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- E. Use of sick leave of 59 minutes or less, without written physician verification or other required certification, shall be charged to employee's sick leave account in 15 minute increments.
- F. If an employee becomes sick on scheduled vacation time, the department manager may, with acceptable documentation, authorize the use of sick leave instead of vacation leave.

Employees who are away from work for three consecutive work days or more, or upon request by the Public Safety Director, may be required to provide a doctor's release to work to ensure their sufficient recovery to perform their regularly scheduled duties. At the request of the employee's

supervisor, employee off work for less than three consecutive work days may be required to provide a doctor's release prior to being allowed to return to work.

Employees terminating from City employment shall not receive any compensation for accumulated sick leave. However, as required by Labor Code Section 246(f)(2), if the employee returns to work for the City within one (1) year of separation, up to six (6) days of his or her previously accrued but unused paid sick leave hours shall be available for use.

~~15.3~~ 16.3 Employees hired after 1 November 1984 shall be able to accumulate an unlimited number of sick leave hours. A maximum of six hundred (600) base hours will be the total amount on which the City will base reimbursement to the employee upon termination or resignation from employment. This provision does not apply to employees with less than five (5) years of continuous service who shall not be entitled to any compensation under this section.

- A. Resignation from employment after five (5) years will result in reimbursement at 25% of 600 hours maximum, paid at the hourly rate at the time of resignation.
- B. Retirement from CITY employment after five (5) years and with proof of submission of application for retirement from CalPERS will result in reimbursement at the rate of 50% of 600 hours maximum, paid at the hourly rate at the time of retirement.
- C. Employees who are terminated for cause or misconduct are ineligible for sick leave pay-out.

~~15.4~~ 16.4 Upon approval of the department manager, accrued sick leave may be used to accommodate the need for additional hours in the case of serious illness, disability, or death in the employee's immediate family. Immediate family is defined as the employee's spouse, child, stepchild, parent, stepparent, grandparent, sibling, mother-in-law, father-in-law, sister-in-law, and brother-in-law, or any other person approved by the department manager. The department manager may require the employee furnish satisfactory proof to substantiate the use of sick leave for this purpose.

~~15.5~~ 16.5 Pursuant to Government Code Section 20965 and the City's CalPERS retirement contract, an employee may elect to use sick time available to him/her under the provision of the ~~13~~ contract for sick leave service credit. If an employee elects to use sick leave available for service credit, such time cannot also be applied to the "sell back" provision under this section.

~~ARTICLE 17:~~ ~~ARTICLE 16:~~ = CATASTROPHIC ILLNESS/SICK LEAVE HOURS TRANSFER

~~16.1~~ 17.1 General Requirements: To be eligible to receive leave under this policy, an employee must have either a catastrophic illness or incurred a major injury from an accident. Eligibility for this policy shall be at the sole discretion of the City Administrator.

~~16.2~~ 17.2 An employee who is determined to be eligible may request other employees transfer leave to that employee, to be used by the receiving employee as sick leave.

The employee requesting the transfer of sick leave hours must have reached zero balances in all of his or her own leave banks, including sick leave, vacation, compensatory time, and general leave.

~~16.3~~ 17.3 Generally, the illness or accident recovery period must be longer than three weeks for an employee to be eligible. The appointing authority will evaluate each request and may modify this time period based on the facts of the case.

~~16.4~~ 17.4 An employee desiring to transfer hours to the eligible employee must maintain a minimum balance of 120 hours after the transfer has been deducted from the donor's sick leave account.

~~16.5~~ 17.5 To use this program, an employee must make a request to his or her Department Manager. The employee must state the reason for the request and the approximate number of hours he or she believes will be needed.

~~16.6~~ 17.6 The Department Manager will forward the employee's request to the Human Resources Office.

~~16.7~~ 17.7 The Human Resources Office **WILL:**

- A. Present the request to the City Administrator for authorization and determination of the validity of the request.
- B. Disseminate notices to Municipal Departments stating an employee is in need of sick leave hours and request interested donor employees to contact the Human Resources Office.
- C. Maintain the confidentiality of the employee(s) who donates sick leave hours to the employee in need.
- D. Notify the Financial Assistant to make the transfer of sick leave hours when the transfer is approved.

~~16.8~~ 17.8 The City Administrator **WILL:**

- A. Review requests for participation in the program.

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- B. Authorize or deny the transfer of sick leave hours pursuant to the request.

~~ARTICLE 18:~~ ~~ARTICLE 17:~~ = **PHYSICAL EXAMINATIONS**

~~17.1~~ 18.1 Each employee under the age of forty-five (45) shall be entitled to a physical examination every other year during the term of the contract, subject to the financial guidelines stated in this section. Employees in this category who had a City paid physical in the fiscal year just prior to the fiscal year of this contract shall not be entitled to a City paid physical during the period of this contract.

~~17.2~~ 18.2 Employees who turn forty-five (45) years of age during the term of this contract shall be entitled to one City paid physical per year after attaining that age and subject to the financial guidelines stated in this section.

~~17.3~~18.3 Employees who turn forty-five (45) years of age or older shall be entitled to one City paid physical examination per fiscal year, subject to the financial guidelines stated in this section.

~~17.4~~18.4 The City shall pay up to two hundred and twenty-five dollars (\$225.00) for the physical examination and accompanying tests. Any expense in excess of this amount shall be borne by the employee.

~~17.5~~18.5 A licensed physician of the employee's choice may perform physical examinations. The physician shall complete a Physician Evaluation Report Form. Payment shall be made upon receipt by the Human Resources Office of the form and a statement of all charges, within ninety (90) days from date-of-service.

~~17.6~~18.6 During the term of the Agreement, the City agrees to meet with representatives of the POA, as well as all other unions and associations, to discuss a City-wide wellness program.

ARTICLE 19:~~ARTICLE 18:~~ WORK SCHEDULES, OVERTIME COMPENSATION AND COMPENSATORY TIME

~~18.1~~19.1 Work schedule.

The Public Safety Director shall maintain sole discretion to determine the work schedule that best addresses the needs of Department operations.

Schedules will generally be assigned based on the position or assignment held by employees using one of the following:

- A. Regularly scheduled 5-8 (the 5/40 schedule)
Regularly scheduled eight (8) hours per day and five (5) days per work week.
- B. Regularly scheduled 4-10 (the 4/10 schedule)
Regularly scheduled ten (10) hours per day and four (4) days per work week.

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- C. Regularly scheduled 12 (the 3/12 schedule)
Regularly scheduled six (6) twelve (12) hours day and one (1) eight (8) hour day to total 80 hours in a two (2) week work cycle.

The Public Safety Director retains the right to change the details of the above-listed schedules (e.g., days worked, hours worked) upon providing the Association 30 days' prior written notice of such proposed changes and, upon request of the Association, meeting with the Association to discuss the proposed changes.

The Public Safety Director retains the right to assign employees to other shift schedules than those listed above, to change an employee's schedule due to short-term staffing needs, and to change the schedule to which an employee is assigned as determined necessary by or appropriate by the Public Safety Director.

~~18.2~~19.2 Extended work shifts.

Notwithstanding the discretion of the Public Safety Director regarding scheduling, an officer will not be required to work a night shift contiguous with a day shift during the same week.

If an employee is required of work more than two (2) hours beyond the end of the normal shift, he/she will be given an additional 30-minute unpaid meal break.

~~18.3~~ 19.3 The parties believe that the pay practices carried out pursuant to this Agreement are fully compliant with the Fair Labor Standards Act (FLSA).

~~18.3.1~~ 19.3.1 **Work Periods — Sworn Employees (Police Officers, Police Corporals, Police Sergeants)** Employees in sworn classifications are assigned to a 14-day work period under section 207(k) of the Fair Labor Standards Act. Under this 7(k) exemption, non-exempt peace officers are eligible for FLSA overtime only for hours actually worked in excess of 86 hours in a 14-day work period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime.

~~18.3.2~~ 19.3.2 **Work Periods — Non-Sworn Employees (Community Services Officer, Police Services Officer)** Employees in non-exempt non-sworn positions are scheduled according to a 7-day work period and are only entitled to FLSA overtime when they actually work in excess of 40 hours in a 7-day period. Vacation, sick leave, and other time off does not constitute hours actually worked for purposes of calculating FLSA overtime. The work period for non-sworn employees assigned to a 3/12 schedule starts as follows:

Shift	Day	Time
A Shift — Days	Saturday	1500 hours
A Shift — Nights	Sunday	0300 hours
B Shift — Days	Saturday	1100 hours
B Shift — Nights	Saturday	2300 hours
Relief Shift	Friday	1500 hours

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The Public Safety Director will maintain records of the start and end times of work periods for all employees.

~~18.4~~ 19.4 MOU Overtime.

In addition to FLSA overtime, the City shall provide non-exempt employees MOU overtime which shall be paid at time and one-half for all daily work performed over an employee's normal eight (8), ten (10), or twelve (12) hour work shift. Paid time off shall be counted as time worked for the purposes of calculation of MOU overtime.

~~18.5~~ 19.5 Employees entitled to overtime compensation may, in-lieu of monetary compensation for statutory overtime, choose to take compensatory time off at a rate of not less than one and one-half hours for each hour of overtime worked. Compensatory time shall only be granted upon approval of the Department Manager.

~~18.6~~ 19.6 Accrued compensatory time must be permitted to be used within a “reasonable period” of time as long as it does not “unduly disrupt” the operations of the agency. (Per FLSA guidelines).

~~18.7~~ 19.7 Members may accrue up to 120 hours of compensatory time (equivalent to 80 hours at time and one-half). In the first pay period of June and December of each year, members may cash out any accrued compensatory time beyond 80 hours. Any cash out may not result in a compensatory time bank of fewer than 80 hours.

Any unused balance of earned compensatory time in an employee’s Comp Bank is subject to payment at time of termination at the employee’s current regular rate of pay.

~~18.8~~ 19.8 At any time the City may elect to pay down compensatory time balances all or in part.

~~ARTICLE 20:~~ ~~ARTICLE 19:~~ PREMIUM PAY AND SHIFT DIFFERENTIALS

~~19.1~~ ~~Call In~~ 20.1 Call-Back Pay: In situations where an employee has officially clocked out at the completion of his or her workday and is subsequently called back to work during a non-scheduled period of time, the employee shall be granted a minimum of two (2) hours overtime. Call Back also applies when an employee is called in prior to the start of a scheduled shift for the same day, ultimately clocks out, and then later that same work day clocks back in to begin the normally scheduled shift.

If the Call-Back time is contiguous with a regularly scheduled work shift, the employee will be paid OT for the exact amount of time actually worked with no minimum Call-Back compensation.

~~19.2~~ 20.2 Call In Pay:

In situations where the employee is called into work on a work day that was not originally scheduled prior to the time called in, the employee will be granted a minimum of four (4) hours of Overtime.

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~~19.3~~ 20.3 Court Time and ~~Standby~~ On-Call Pay:

- A. Any member who is required to appear in court on off-duty time will receive a minimum of four (4) hours of OT pay for each day a member is required to appear in court. Such time is contiguous with the beginning or end of the employee’s regular work period, a one (1) hour OT minimum will be paid. The four (4) hours or one (1) hour payment will be the minimum a member shall receive, per day, for a required court appearance while the member is off duty. If the court appearance exceeds four (4) or one (1) hours, the member shall receive overtime for the duration of the appearance.
- B. Any member who has received a subpoena and is placed on “on-call” status for a court appearance and is not actually required to appear in court on that day, shall receive four (4) hours of pay at the member’s regular rate During the period of “on-call” time, the employee shall be available at a specific phone and available to appear in the appropriate court within one hour.

- C. In no case will there be double compensation for overlapping court hours due to multiple court appearances.
- D. Unless the employee uses a company vehicle for the appearance, the employee shall be reimbursed for the round trip mileage of either 1) the mileage between the Police Station and the location to which the employee is subpoenaed if the employee is reporting to court from the Police Station; or 2) the actual mileage the employee travels round trip between the employee's home and the subpoenaed location, less the employee's normal commuting distance.
- E. No employee shall be paid under this provision and for other compensable ~~duty~~ time simultaneously.

~~19.4 Matron Pay: From time to time the Department requires the assistance of a female officer as it carries out processing and transport of females. In these circumstances, sworn female officers will be given first consideration for duty assignment. If there is no sworn female officer available, non-safety female officers will be called to serve in the Matron role.~~

~~When a member performs Matron duties during an assigned shift and the transport is local, she shall be compensated an additional \$50. If the transport is not local, she shall be compensated an additional \$150.~~

~~If the member performs Matron duties while not on an assigned shift, she shall be compensated in the amounts of \$50 or \$150, pursuant to the above, in addition to the call-back/call-in compensation to which she is entitled pursuant to Sections 19.1 and 19.2 of this MOU.~~

~~19.5 Acting Watch Commander Pay: Effective September 1, 2006, the City will provide premium pay in the Police Department when the following conditions are met:~~

- ~~A. Patrol Officer is assigned responsibilities as a Watch Commander for at least one full shift.~~

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- ~~1. A Patrol Officer will not be deemed to be working as a Watch Commander if the Chief of Police, Police Sergeant, or Corporal is on duty OR if the Patrol Officer is receiving Special Assignment Pay as a Detective.~~

- ~~B. When the above listed conditions are met the premium pay shall be computed as follows:~~

- ~~1. Five percent (5%) premium pay for one full shift served as Watch Commander.~~

- ~~C. No additional pay shall be paid if performing the functions, as described above, for less than one full shift.~~

~~19.6~~ 20.4 Community Services Officers working as Police Services Officers: When assigned to work as a Police Services Officer, Community Services Officers shall receive the hourly rate of pay for that classification, at their comparable step, for each hour assigned.

~~19.7~~ 20.5 Shift Differentials (Non-Sworn Only).

- A. The night shift period is defined as the hours from 7:00 p.m., to 7:00 a.m. Employees who are assigned to work at least eight (8) hours during the night shift period and who actually work at least eight (8) hours during the night shift period for all assigned shifts over thirty (30) calendar days, including paid time off, will receive a monthly shift differential. This applies to all shift schedules whether 8, 10, or 12 hours per day.

Compensation for the shift premium will be the monthly amount of ~~\$350 for safety members, and~~ \$250 for non-safety members.

~~19.8~~ 20.6 Bilingual Pay: Any member who has demonstrated that he or she is proficient in speaking, understanding, and reading Spanish, as determined by the Public Safety Director, shall be compensated in the amount of \$240 per month.

~~19.9~~ 20.7 Special Assignment Pay (SAP):

A. SAP General Criteria:

1. Special Assignment Pay is to be of a determinate duration, with the Public Safety Director or his designee retaining sole discretion to determine when such assignment shall terminate and who shall be assigned.
2. Rights to Administrative Appeal: For purposes of determining rights to an administrative appeal as provided for by Government Code 3304(b), the employee's first day of performing duties in a special assignment shall be considered the employee's "anniversary date" in such assignment.

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3. Anniversary Date: The definition of "anniversary date" set forth within this section shall not apply to any other terms and conditions of employment which are based upon an employee's anniversary date, and the application(s) of "anniversary" dates in said other contexts shall not be altered by virtue of this specialized assignment provision.
4. Removal from SAP:
 - a. If an individual is removed from a special assignment during the initial or any successive twelve (12) consecutive month period of time from the anniversary date of appointment, then a Government Code 3304(b) administrative appeal will be provided.
 - b. However, if the individual is noticed 30 days or more in advance of his/her special assignment anniversary date, removal from the special assignment will be effective at the conclusion of the last shift in an initial twelve (12) consecutive month period of assignment or any subsequent twelve (12) consecutive period of assignment from the anniversary date of assignment, in which case the individual shall receive no administrative appeal right of any

type. Each individual, including incumbents, shall sign a waiver so agreeing.

- B. Detective: Five percent (5%) of base salary when assigned as “Detective” by the Director of Public safety. The Detective special assignment pay does not apply to temporary assignments that may be made to Investigations from time to time. Detective must agree to maintain 24/7 capabilities from contact with the police department via a pager or cell phone and agree to return calls/pages within 10 minutes from time of call.
- C. Animal Control: Five percent (5%) of base salary for Community Services Officer who is designated as the Animal Control Officer for City of Carmel-by-the-Sea.

~~D. Motor Officer: Officers assigned to motoreycle duty will be required to successfully complete all identified training prior to assignment.~~

~~A monthly SAP allowance of \$240 shall be paid to officers assigned by management to motoreycle duty. In addition if needed, each Motor Officer responsible for the routine maintenance and care of his/her assigned vehicle will be authorized up to 1 hour overtime each week separate from assigned work shifts to provide said maintenance and care.~~

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~~E. PRVNT (Peninsula Regional Violence and Narcotics Team): The City has chosen to be an active participant of PRVNT. As such there is a minimum of one special assignment position that will be provided the specialized training necessary to represent the City as a participant so long as the City remains active in the program.~~

~~The PRVNT member must agree to maintain 24/7 capabilities for contact with the Police Department via a pager or cell phone and agree to return calls/pages within 10 minutes from time of call. Assignment may be within or outside the City of Carmel by the Sea.~~

~~Employees assigned to represent the City on the PRVNT will receive a monthly SAP allowance of \$350 during the specific time assigned to act as the City's representative.~~

~~F. SWAT (Special Weapons and Tactics): Members assigned to the Peninsula Regional Special Response Unit will receive a monthly SAP allowance of \$100 while assigned to SWAT, which the member agrees will compensate him or her for being available 24/7 for a call out, and maintaining the capability to respond to calls within ten (10) minutes from the time of the call. The assignment may be within or outside of the City limits.~~

~~G. Hostage Negotiations: Members assigned to the Regional Hostage Negotiations Team will receive a monthly SAP allowance of \$100 while assigned to the HNT, which the member agrees will compensate him or her for being available 24/7 for a call out, and maintaining the capability to respond to calls within ten (10) minutes from the time of the call. The assignment may be within or outside of the City limits.~~

D. ~~H.~~ Evidence Custodian: The Member designated as Evidence Custodian will receive a monthly SAP allowance of \$100 while assigned as the Evidence Custodian. The duties of the Evidence Custodian will include receiving and processing evidence, maintaining accurate property, completing audits, regular purging of evidence as defined in the Department's policies and procedures, and other duties as assigned by the Public Safety Director.

~~I. Field Training Officer: Effective the first full pay period following ratification of this agreement by the POA or July 1, 2019, whichever is later, a Police Officer who is designated in writing by the Public Safety Director as a Field Training Officer (FTO) shall receive additional compensation in the amount of five percent (5%) of the FTO's base pay for any pay period in which the designated Field Training Officer is providing training during a new officer's initial training phase.~~

19.10 Training Travel Time. Travel time will be compensated consistent with the requirements of the FLSA. Travel to mandated training (e.g., POST or Department required ~~21-~~ training), is not credited toward overtime except to the extent it necessarily occurs during scheduled work time.

~~ARTICLE 20: LONGEVITY MERIT PAY~~

~~20.1 Association members are eligible for a one-time 6th STEP in each classification, three-percent (3%) longevity/merit increase. To qualify for the benefit, eligible employees MUST:~~

- ~~A. Have completed ten (10) continuous years of service with the City of Carmel-by-the-Sea; and~~
- ~~B. Have received a Satisfactory or higher performance rating on the employee's two (2) most recent performance reviews.~~

ARTICLE 21: ~~ARTICLE 21:~~ INSURANCE PROGRAMS

21.1 The City offers a variety of insurance protection programs for the employee and dependents. Some protection is provided through fully insured instruments. Other protection is provided through a City self-funded program. Other protection is employee funded.

21.2 For the purpose of this section the following definitions and groupings of coverage shall exist:

- A. **Non-Elective (Core):** Mandatory coverages (Employer Paid)
 - 1. The mandatory contribution required by CalPERS for each employee enrolled in the medical protection program in the non-elective City

contribution/premium toward the medical program. During the term of the MOU, the non-elective City contribution is as described in Article 21.3.

2. Employee/Dependent dental premium, established by the City's broker of record for the self-insured dental plan, depending on the level of coverage chosen.
 3. Collective employee/dependent vision premium established by the City's broker of record for the self-insured vision plan.
 4. Basic \$30,000 life insurance premium (available only to full-time employees).
 5. Accidental Death and Dismemberment Policy (available only to full-time employees).
- B. **Elective (non-core) coverages**, available for purchase with flexible spending monies given each eligible employee:
1. Employee and/or dependent medical coverage in the CalPERS Program less the mandatory per month required employer payment.
 2. Optional (Supplemental) Life Insurance (if available).
 3. I.R.C. Section 125 — Flexible Spending Account.
 4. I.R.C. Section 125 — Dependent Care.
- C. **Opting Out (Medical Program Only:** Full-time and benefited regular part-time employees may elect not to participate in the CalPERS medical plan. Anyone opting out **shall only be eligible to take cash in the amount of \$291 (or the current City authorized amount if higher) per month**, providing they meet the following condition(s):
1. They shall submit proof of legally compliant coverage elsewhere.
 2. They shall sign a medical plan waiver.
 3. Married employees shall be required to obtain the signature of their spouses on the medical plan waiver form.
 4. Employees under legal order to provide medical coverage for any dependents shall only be permitted to opt out after showing proof of coverage for each dependent identified in such legal order.
- D. **Section 125 Plan:** The City's insurance plan is structured within this tax-deferred program. This is an Internal Revenue Code permitted plan. A third party administrator provides administration of the plan. The City pays administrative fees.

21.3 Medical Insurance Contributions:

- A. CITY will contribute a monthly contribution on behalf of employees and dependents enrolled in the City sponsored PEMHCA plan.
- B. The City shall contribute toward employee medical premiums in an amount not to exceed eighty percent (80%) of CalPERS CHOICE until such time as Association members are enrolled with Peace Officers Research Association of California (PORAC).
- C. Upon enrollment in PORAC insurance program, the City contribution shall not exceed eighty percent (80%) premium for employees and dependents enrolled in PORAC plan.
- D. Eighty percent computation includes the non-elective, mandatory CalPERS premium.

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ARTICLE 22:~~ARTICLE 22:~~ OTHER BENEFITS

22.1 Jury Duty.

- A. The CITY provides time off with no loss of salary for employees who must fulfill jury duty obligations. Employees shall be entitled to keep the mileage reimbursement for such service. Any per diem amount received by the employee shall be signed over to the CITY.

22.2 Employee Payroll Deductions.

- A. The CITY, upon authorization from any employee, shall make direct deposit(s) to the financial institution of the employee's choice providing the CITY has the compatible technology to do so Employee funded insurance programs and deductions for deferred compensation programs shall be paid through payroll withholding.

22.3 Police Uniform Purchase — Initial.

- A. The CITY shall furnish safety equipment for all Police Department members as required by the Director of Public Safety.
- B. The CITY shall furnish the following initial uniform for all Police Department employees represented by the ASSOCIATION.
 - 1. Police Officer:
 - 2 pair wool pants
 - 2 name tags
 - 1 long sleeve wool shirt
 - 3 blend shirts (long/short sleeve)
 - 1 night jacket
 - 1 police cap
 - 2 regulation neckties
 - 10 shoulder patches

- 1 pair shoes
- 1 dress belt
- 1 Class “A” jacket (Admin. Only)
- 2 tie clips

2. Non-sworn member:

- 2 pair pants
- 2 name tags
- 2 long sleeve shirts
- 2 short sleeve shirts
- 1 sweater

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- 1 night jacket
- 1 police cap
- 2 regulation neckties
- 10 shoulder patches
- 1 pair shoes
- 1 dress belt
- 2 tie clips

22.4 Tuition Reimbursement Plan:

- A. The CITY will reimburse any member of the Association, who has completed his/her original-hire probationary period, an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of any job related courses at the college level. This program covers courses taken at or sponsored by accredited colleges or universities only. Any such courses must have the approval of the Director of Public Safety and Human Resources Manager prior to beginning the course. Failure to complete the approval process may result in denial of tuition reimbursement.
- B. Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses. These courses are for the benefit of the employee, the City and the Police Department.
- C. The employee shall take all such courses during off-duty hours.
- D. Process for Applying for Coursework Approval:
 1. Forms: Requests for reimbursements of tuition shall be made on forms provided by the City. Information required shall include the college or university at which the course is to be taken, the catalog number of the course, title of the course, number of semester hours and the estimated cost for tuition and books.

2. A brief statement of how the course(s) will be applicable to the work of the employee and/or benefit to the performance of the employee's duties with the City shall be included.
3. Payment: Upon successful completion of the course(s), it will be the responsibility of the employee to provide proof of satisfactory completion of the course(s) and receipts for tuition, books, and other related costs. Process timing requirements are those identified in section 6.6 of this MOU.

~~-25-~~

22.5 Wellness Reimbursement.

The City will provide any employee in the unit with a reimbursement of up to \$25/month to defray costs of a membership to a licensed gym/health club/fitness facility of the employee's choosing. This reimbursement will be provided on a semi-annual basis in arrears (July and January).

In order for employees to be reimbursed, they must provide evidence of payment for such membership in the form of cancelled checks, a credit card statement, or other payment verification deemed acceptable by the Finance Manager which provides verification the membership payment over a six-month period.

Requests for reimbursements must be received by the City no later than the end of the month following the reimbursement period (e.g., requests for reimbursements for the period July-December must be received by the City on or before January 31st; requests for reimbursements for the period January — June must be received by the City on or before July 31st) in order to receive payment.

22.6 Layoff Policy: Per Resolution 92-90, the policies and procedures for the layoff of City employees shall apply to members of the ASSOCIATION covered under this MOU.

ARTICLE 23:~~ARTICLE 23:~~ IMPASSE RESOLUTION

23.1 Impasse Defined.

- A. "Impasse" means that the representatives of the CITY and a recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

23.2 Initiation of Impasse Procedures.

If the meet and confer process has reached impasse as defined in "A" above, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. The City Administrator shall then schedule an impasse meeting promptly.

The purpose of such meeting shall be:

- A. To allow the parties to review each other's position in a final effort to reach agreement on a Memorandum of Understanding; and
- B. To discuss arrangements for the utilization of the impasse procedures if the impasse is not resolved.

~~-26-~~

23.3 Mediation

- A. The parties agree that if the impasse is not resolved the dispute shall be submitted to a mediator from the California State Mediation and Conciliation Service. Costs for mediation services, if any, shall be borne equally by the City and the Employee Association.
- B. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

ARTICLE 24:~~ARTICLE 24:~~ SHIFT SCHEDULING

24.1 The Patrol and Police Services Units of the Carmel-by-the-Sea Police Department shall maintain a rotational watch program. Members of these units will select their watch by seniority subject to administrative approval. The program shall include the following provisions:

- A. Shift rotation will occur each six months during the months of July and January.
- B. Vacancies on a particular watch shall be made known to all personnel and will be filled by seniority subject to administrative approval.
- C. Shift change will be determined on a six (6) month rotation with a two (2) consecutive shift maximum. Officers having served two (2) consecutive shifts must select a different shift.
- D. To insure balanced training and experience of all officers, the Police Chief may direct any individual to serve one rotation on a specific shift, regardless of seniority.
- E. Any required work day of fewer than 12 hours, that is part of the Member's regular schedule, will be scheduled at the beginning or end of the Member's regular work week.

ARTICLE 25:~~ARTICLE 25:~~ WORKERS COMPENSATION SALARY CONTINUATION

25.1 Whenever any full-time, miscellaneous (Non-Safety) employee as defined by the Public Employees' Retirement System (PERS), is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled,

regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, for the period of the disability, but not exceeding six months, or until such earlier date as he/she returns to duty or is retired on permanent disability pension in accordance with the rules/regulations governing such retirement.

25.2 If the period of disability extends beyond the six-month period, full salary continuation shall be discontinued and the employee shall be entitled to legal allowances provided ~~27~~ under Workers' Compensation Laws of the State of California which may be integrated with any other compensation to which the employee may be entitled, i.e., Long Term Disability coverage.

25.3 Benefits: During the six months or less period of disability, the employee who suffers such injury/illness arising out of and in the course of his/her duties shall continue entitlement to all benefits as would have been afforded that employee had he/she not have suffered such injury/illness.

ARTICLE 26: ~~ARTICLE 26:~~ MANAGEMENT RIGHTS

26.1 It is understood and agreed that the CITY retains all of its powers and authority to manage municipal services and the work force performing those services.

26.2 It is agreed that during the term of this contract the CITY shall not be required to meet and confer on matters which are solely a function of management, including the right to:

- A. Determine and modify the organization of City government and its constituent work units.
- B. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- C. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- D. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- E. Establish employee performance standards and to require compliance therewith.
- F. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law including the current Personnel Ordinance.
- G. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- H. Implement rules, regulations, and directives consistent with all applicable laws and the specific provisions of the Memorandum of Understanding. Take all necessary actions to not be subject to the grievance procedure unless specifically authorized by the Personnel Ordinance or other applicable law.

~~-28-~~**ARTICLE 27:~~ARTICLE 27:~~ SEPARABILITY**

27.1 If a court of competent jurisdiction finally determines that any provision of the Memorandum of Understanding is invalid and unenforceable, such provision shall be separable, and the remaining provisions of the Memorandum of Understanding shall remain in full force and effect.

ARTICLE 28:~~ARTICLE 28:~~ SIGNATURES

This Memorandum of Understanding sets forth the full and complete understanding between the parties hereto. Any items from previous agreements not addressed in this agreement are carried forward.

For the City of Carmel-by-the-Sea:

Signature: _____	Title: _____	Date: _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For the Carmel-by-the-Sea Police Officers Association:

Signature: _____	Title: _____	Date: _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

~~-29-~~**Carmel Police officers Association — Salary Table**

~~{Insert new wage schedule}~~

~~ARTICLE 8: SIGNATURES~~~~-30-~~

~~This Memorandum of Understanding sets forth *the full* and complete understanding between the parties hereto. Any items from previous agreements not addressed in this agreement are carried forward.~~

~~For the Carmel-by-the-Sea Police Officers Association~~

~~P.O. Box 600~~

~~SE Junipero Avenue & 4th Avenue~~

~~Carmel, California 93921~~

~~Business: (831) 624-6403~~

~~Fax: (831) 624-4296~~

~~E-Mail: jrnartis@ci.carmel-ca.gov~~

~~SIDELETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE CITY OF CARMEL-BY-THE-SEA
AND
CARMEL-BY-THE-SEA POLICE OFFICERS ASSOCIATION~~

~~The parties **agree** as follows:~~

~~Benefits Article **21-Dental** Vision Life Insurance Long Term Disability Insurance~~

~~The City will maintain the existing dental, vision, life insurance **and** long term disability plans as provided for in Article 22. The City is currently waiting with the City's insurance broker to provide alternatives to the existing plans. Within 90 days of receipt of the information from the City's insurance broker, the parties **agree** to meet and confer to discuss changes to the existing plans which may include a combination of City paid benefits and options for employees to purchase upgraded coverage. At that time, the City will revise Article 22 to incorporate the appropriate language.~~

~~It is the intent of the parties that~~

~~The parties will meet and confer within thirty (30) days of notice from the City to discuss moving from~~

~~the current semi-monthly payroll period to a Pk weekly payroll period.~~
[LA #4890-6308-4590 v1](#)

Date _____ Date

Georgia Cothran
Chief Negotiator

Stuart
DOA Attorney



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Nova Romero, City Clerk

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Resolution 2022-085 ratifying appointments to the Forest and Beach Commission and the Historic Resources Board

RECOMMENDATION:

Adopt Resolution 2022-085 ratifying appointments to the Forest and Beach Commission and the Historic Resources Board.

BACKGROUND/SUMMARY:

Background

City Boards and Commissions perform a valuable service to the City by providing means by which the City Council can obtain advice, opinions, and recommendations of City residents and other members of the community. Currently, there are (2) vacancies on the Forest and Beach Commission, and two (2) vacancies on the Historic Resources Board that need to be filled:

- The Forest and Beach Commission had a member whose term expired on May 30, 2022 and they did not re-apply leaving a vacancy for a full 4-year term. Another Commissioner with a term ending on October 30, 2022 resigned on June 21, 2022, leaving an unscheduled vacancy.
- The Historic Resources Board had one member who resigned, with a term ending in less than year, leaving an unscheduled vacancy. Another member of the Board moved out of Carmel-by-the-Sea City Limits/sphere of influence (and therefore resigned) leaving an unscheduled vacancy.

Community Outreach during the recruitment period

- The Pine Cone published the recruitment on August 12 and 19th
- The City's website has a dedicated page regarding the recruitment and application to Commissions
- Publication in the City Administrator's Friday Letter
- Announcements during the Friday Vlogs
- Commission staff notified current members of Boards and Commissions
- All applicants who applied by the deadline were interviewed

Recommendation

Mayor Potter and Mayor Pro Tem Richards comprised the Ad Hoc Committee and interviewed all of the applicants who applied by the deadline on August 29, 2022. The following individuals have been identified as qualified Commissioner/Board Members and are being recommended for appointment effective September 14, 2022:

Forest and Beach Commission for a 4-year term ending May 30, 2026:

- 1) Tamara Michie
- 2) Kelly Brezoczky

Historic Resources Board for a 4-year term ending May 30, 2026:

- 1) Esther Goodhue

The Ad Hoc Committee will make a recommendation for appointment to the second vacancy on the Historic Resources Board at a later date.

FISCAL IMPACT:

None for this item.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2022-085 Ratify Appointments to FB and HRC

Attachment 2) Applications - Forest and Beach Commission and Historic Resources Board

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2022-085

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
RATIFYING APPOINTMENTS TO THE FOREST AND BEACH COMMISSION AND THE
HISTORIC RESOURCES BOARD**

WHEREAS, City Boards and Commission perform a valuable service to the City by providing means by which the City Council can obtain advice, opinions, and recommendations of City residents and other members of the community; and

WHEREAS, four (4) vacancies exist on City Boards and Commissions, and there is a need to appoint members to these vacant positions for full terms; and

WHEREAS, the Mayor and Mayor Pro Tempore comprised the Ad Hoc Committee and interviewed the applicants for the Board and Commission vacancies; and

WHEREAS, the applicants demonstrated a strong commitment to service and a desire to serve the Carmel-by-the-Sea community; and

WHEREAS, the Ad Hoc Committee is appreciative of all community members who filled out an application and participated in the interview process.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Appoint the following individuals to serve on the following City Boards and Commissions effective September 14, 2022:

Forest and Beach Commission for a 4-year term ending May 30, 2026:

- 1) Tamara Michie
- 2) Kelly Brezoczky

Historic Resources Board for a 4-year term ending May 30, 2026:

- 1) Esther Goodhue

NOW THEREFORE, BUT IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA, defer the appointment for the second vacancy on the Historic Resources Board to a later date.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA this 13th day of September, 2022, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dave Potter
Mayor

Nova Romero, MMC
City Clerk

City of Carmel-By-The-Sea

AUG 25 2022

Office of the City Clerk



APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME Kelly Lewis Brezoczky DATE August 18, 2022
 RESIDENCE ADDRESS [REDACTED] CITY Carmel ZIP 93921
 MAILING ADDRESS [REDACTED] CITY Carmel ZIP 93921
 RESIDENCE PHONE [REDACTED] BUSINESS PHONE _____
 EMAIL [REDACTED]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? New resident as of April 2022

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	X
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? Yes

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☒ NO ☐

Reason for Interest in the Position:

I have always been an active leader in my community. I grew up in the beautiful beach town of Coronado, California and appreciate how important it is for local citizens to maintain stewardship of their communities. For nearly twenty five years, our family has been enjoying the beaches of Carmel. As our girls were growing up, Carmel is the beach we brought them to as it was the closest I could get to Coronado in the Bay Area. Now that our girls are graduated from high school, we're delighted to have our new home in Carmel and I look forward to serving our community here.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

There is likely no greater gift we can leave our younger generations than becoming better stewards of our environment and precious natural resources. While I do not have formal training in the environmental sciences, I have deep and broad experience leading organizations to set, achieve and exceed goals. I have a strong track record of utilizing research and data to help teams develop strategic plans and navigate complex issues, as well as collaborating successfully across multiple stake holders. Having grown up on a small beach, I would love the opportunity to serve on the Forest and Beach Commission. I am committed to doing the research and educating myself on the City's strategic plan and working collaboratively with my co-commissioners to support the mission of the Forest and Beach Commission.

I would be happy to make references available if interested.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

None in Carmel

Education:

Institution	Course of Study	Degree Year (s)
Univ. of North Carolina Chapel Hill	BA, International Studies	1987
	North Carolina Leadership Fellow	

Employment Experience (Start with Most Recent):

Organization: Lewis Carmel Group		
Position:	Founder, Managing Director	Year: Since 1997
Organization: Lucira Health, Inc.		
Position:	Executive Vice President	Year: 2019-2021
Organization: Butterfly Health, Inc.		
Position:	Founder CEO	Year: 2012-2016

Prior public service, civic or volunteer activities:

Organization: Los Gatos High School New Millennium Foundation (Education Foundation)		
Position:	President and Board Chair, 2017-2022; Grants Director, 2015-2016	Year: 2015-2022
Organization: Los Gatos Saratoga Unified High School District		
Position:	Parent Volunteer of the Year	Year: 2018
Organization: Stanford Byers Center for Biodesign		
Position:	Volunteer Guest Lecturer	Year: 2014-2019



Signature

 Date

 8/24/2022

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

July 29, 2022

To the Mayor and City Council
City of Carmel-by-the-Sea
Carmel CA 93921

City of Carmel-By-The-Sea

JUL 29 2022

Office of the City Clerk

Re: Future Opening, Historic Review Board

Dear Council Members:

I am pleased to submit my application for any future opening on the Historic Review Board. I first moved to Carmel over 60 years ago and have lived in and around the Village ever since. I believe my training and experience will enable me to make a significant contribution on the Board.

I have taken courses on historic preservation at the National Trust for Historic Preservation in Washington DC and at California State Parks in Monterey. I served 32 years with California Department of Parks and Recreation, concluding as Guide Supervisor for Monterey State Historic Park. I have done original research on local history at the Houghton and Baker libraries at Harvard, at the Frederick Law Olmsted Archives in Boston, at the Honolulu Missionary Children's Society, and online and locally to identify early Carmel photos at Carmel Heritage Society. I have visited nearly every one of the projects on Carmel's Historic Registry.

Based on my long familiarity with the Village and my specialized training, I have a special appreciation of Carmel's heritage and its historic structures that would guide my thinking. Thank you for considering my application.

Sincerely,



Esther Goodhue


Carmel CA 93921



City of Carmel-By-The-Sea

JUL 29 2022

Office of the City Clerk

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME ESTHER GOODHUE DATE 7/29/22

RESIDENCE ADDRESS [REDACTED] CITY CARMEL ZIP 93921

MAILING ADDRESS [REDACTED] CITY CARMEL ZIP 93921

RESIDENCE PHONE [REDACTED] BUSINESS PHONE [REDACTED]

EMAIL [REDACTED]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 60+ years
in and around Carmel

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	✓
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? Yes

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☒ NO ☐

Reason for Interest in the Position:

To help in the preservation of Carmel's character and historic properties.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

Guide and guide supervisor, Monterey State Historic Park
Independent research on local history
32 years service, CA Dept of Parks & Recreation

(Please see letter attached)

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

None

Education:

Institution	Course of Study	Degree Year (s)
UC Berkeley	Spanish	Summer '54
Mills College	History	BA '55
Natl Trust, Historic Presn	Historic Resources	Wash.DC '96
CA State Parks	Historic Preservation	'90

Employment Experience (Start with Most Recent):

Organization:	California Dept, Parks & Recreation	
Position:	Guide Supervisor	Year: 70-2002
Organization:	Cotton Bale Fabric Store	
Position:	Part owner	Year: '78-'85
Organization:		
Position:		Year:

Prior public service, civic or volunteer activities:

Organization:	Carmel Heritage Society	
Position:	Volunteer	Year: 2014
Organization:	Children's House	
Position:	Volunteer Monitoring Behavior Disorders	Year: 76-77
Organization:		
Position:		Year:

Signature

Date

7/29/22

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.



25 AUG '22 11:09

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME Curt Hays DATE 8/26/22
 RESIDENCE ADDRESS [REDACTED] CITY Carmel ZIP 93923
 MAILING ADDRESS SAME CITY _____ ZIP _____
 RESIDENCE PHONE [REDACTED] ~~BUSINESS~~ ^{CELL} PHONE [REDACTED]
 EMAIL [REDACTED]
 HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 70 years (BORN/RAISED)

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	X
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? yes

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☒ NO ☐

Reason for Interest in the Position:

Regular user of trails and beach. Lifetime of hiking all local trails and Los Padres as well as Sierra Nevada. Trail building experience. Parents were founding members of the Ventana chapter of the Sierra Club. Very familiar with local issues. Would like to contribute to enhancing our local environment.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

MA in Political Science (Chico State Univ 1978)
Lifetime involvement in hiking/backpacking, including all local trails & most of Los Padres
Experience in trail design & construction (brother is nationally recognized trail contractor with whom I have assisted on trail building projects with the city, county and St. Park's
Attended River School, Sunset, Middle School & CHS (incl MPC)
Frequent user of Mission Trails, beach & Lagoons
Interested in preserving our local environment and expanding future trails
Good at consensus building, compromise, familiar w/ local politics

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

Part owner and manager of the Las Tiendas Building located on Ocean between San Carlos & Delores (next to David Arcade)

Education:

Institution	Course of Study	Degree Year (s)
CSU, Chico	Political Science	MA

Employment Experience (Start with Most Recent):

Organization:	A/C Industrial Services Inc. (Environmental services contractor, Lic 942414)	
Position:	FOUNDER / President	Year: 1982 → 2008
Organization:	SoyCo. / now retired	
Position:		Year:
Organization:		
Position:		Year:

Prior public service, civic or volunteer activities:

Organization:		
Position:		Year:
Organization:		
Position:		Year:
Organization:		
Position:		Year:



Signature

 8/26/2022
 Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

City of Carmel-By-The-Sea

AUG 25 2022

Office of the City Clerk



APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME RICHARD N JANICK DATE AUG. 25, 2022
 RESIDENCE ADDRESS [REDACTED] CITY CARMEL ZIP 93921
 MAILING ADDRESS [REDACTED] CITY CARMEL ZIP 93922
 RESIDENCE PHONE [REDACTED] BUSINESS PHONE [REDACTED]
 EMAIL [REDACTED]
 HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? (1985 -> PRESENT)

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	X
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? YES

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☒ NO ☐

Reason for Interest in the Position:

I have been involved with the architectural history of the Monterey Peninsula since 1972 - when I began teaching at MPC and developed the Art History Program until my retirement (full-time) in 2009

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

I created the first Historic Building Survey in 1978-79 and created with Kent Seavey and Laurie Boone the catalogue and exhibition of Architecture of the Monterey Peninsula - 1976 - Monterey Museum of Art. (National Trust Award)
Kent Seavey and I updated the Historic Resources Inventory (2001 - 2003) and offered many short courses and Tours thru MPC of Carmel. I lived from (1990 - 2020) in a historic residence at the S.W. Corner of Alta and Junipero (1921) created by Ann Nash & Dorothy Bassett and later added Carriage House (1926) by Denny and Watrous. Wrote D.P.R. for the property

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

President and Financial Benefactor of MAARA (MONTEREY ARPA ARCHITECTURAL RESOURCES ARCHIVE) 2460+ GARDEN RD MONTEREY CA, 93940 (2016 - PRESENT SEE MAARA ATTACHMENTS.

Education:

Institution	Course of Study	Degree Year (s)
LAKE FOREST COLLEGE	PHYSICS - ARCHITECTURAL HIST	1965 H Honors
USC.	BFA - Art + Architecture History	1967
UCLA	MA - Art History - Architectural History	1972

Note: See Vitae Attached

Employment Experience (Start with Most Recent):

Organization:	
Cal-State Dominguez Hills	
Position:	Art History - Urban Aesthetics - Adjunct
Year:	1971-72
Organization:	
EL CAMINO COLLEGE	
Position:	Art History - Adjunct
Year:	1971-72
Organization:	
MONTREY PENINSULA COLLEGE	
Position:	ART HISTORY - GENTRIFICATION PROGRAM
Year:	1972 - 2012
CAL-POLY POMONA - VISITING ADJUNCT -	
ARCHITECTURE HISTORY SUMMERQUARTERS (1974-76)	

Prior public service, civic or volunteer activities:

Organization:	
A.I.A. Honorary Member - Stanton Award	
Position:	Member (2004)
Year:	(2006)
Organization:	
Position:	
Year:	
Organization:	
Position:	
Year:	

(See
Vita)

Signature

Date Aug. 25, 2022

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

CURRICULUM VITAE

Richard Nelson Janick

Employment Experience:

2001 – 2003	Historic Resource Inventory: Carmel-by-the-Sea, Associate Architectural Historian with Kent Seavey - registered Architectural Historian, California Preservation Foundation
1972 – 2011	Professor Emeritus - Art History and the Gentrain Program <i>Monterey Peninsula College, Monterey, California</i>
1974 - 1976 (Summer quarters)	Visiting Professor of Architectural History <i>Cal-Poly, Pomona, Pomona, California</i>
1971 - 1972	Lecturer in Art History <i>California State University, Dominguez Hills, California</i>
1971 - 1972	Lecturer in Art History <i>El Camino Junior College, California</i>
1970 - 1971	Member of Staff (Graduate Assistant) <i>J. Paul Getty Museum, Malibu, California</i>
1969 - 1970	Graduate Reader, Art Department <i>University of California, Los Angeles, California</i>

Educational Training:

1967 - 1972	M.A., Art History <i>University of California, Los Angeles, California</i>
1965 - 1967	B.F.A., Art History – Architectural History <i>University of Southern California, Los Angeles, California</i>
1961 - 1965	B.A., Physics; Art History, Honors <i>Lake Forest College, Lake Forest, Illinois</i>

Note: I have 139 quarter units over a B.A. Degree in Art History courses.

Courses Qualified To Teach:

- American Art and Architecture
- Modern Art and Architecture
- 19th/20th Century European Architecture and Art
- General Surveys - Western Art
- Survey of Asian Art - India/China/Japan
- Arts of Africa/Oceania and Pre-Columbian Central, North & South Americas
- California Architecture, Monterey Peninsula Architecture
- Urban Aesthetics
- Interdisciplinary Studies Program (Gentrain, 1974 to present)
- History of Architecture

Curriculum Vitae - Richard N. Janick**Page Two****Graduate Study:**

American Art and Architecture:	Dr. E. Maurice Bloch	UCLA	20 units
	Prof. Frederick Wight	UCLA	8 units
	Dr. Kurt Von Ne ier	UCLA	4 units
	Dr. Jorge Elliott	UCLA	4 units
(Modern Architecture)	Esther McCoy	UCSB	4 units
(20th Century Italy)	Dr. Nathan Shapira	UCLA	4 units

Minor Fields:

History of Prints	Dr. E. Maurice Bloch	UCLA	8 units
History of Museums and Collections	Dr. Hans Huth	UCLA	8 units

Other Courses:UCLA:

Italian Quattrocento - <i>Dr. Brummer</i>	4 units
Pre-Columbian - <i>Dr. Elliott</i>	4 units
Bibliographical and Research Methods - <i>Dr. Werkmeister</i>	4 units
Indian Art - <i>Dr. Davidson</i>	4 units
18th Century England - <i>Dr. Robert Wark</i> , Huntington Museum	4 units
Japanese Art - <i>Dr. McCallum</i>	8 units
Research: MA Thesis: Dr. Bloch	12 units

USC and Lake Forest:

19th and 20th Century Architecture - <i>Manson</i> , USC	8 units
19th Century Art - <i>Golson</i> , USC	4 units
Baroque and Rococo Art - <i>Golson</i> , USC	4 units
Roman Art - <i>Neuerburg</i> , USC	4 units
Medieval Art - <i>Peck</i> , USC	8 units
Basic Design - <i>Gillchrist</i> , USC	8 units
Art Survey - <i>Schulze</i> , Lake Forest	4 units
American Art - <i>Mitchell</i> , Lake Forest	4 units
Independent Study - <i>Mitchell</i> , Lake Forest (Senior Thesis)	8 units
Studio Art - <i>Zender</i> , Lake Forest	4 units

Curriculum Vitae - Richard N. Janick

Page Three

Examination Fields for M.A.:

Major: American Art: M.A. - Examination Passed June 1970

Minors: Modern Art 18th Century English Art - Architecture

Master's Thesis: (Summer 1972) completed. Degree awarded December 1972

Subject: California Architecture

Title: *Critics and Architects: Contemporary Criticism of California Architectural Development, 1880-1930*

Advisor: Dr. E. Maurice Bloch: Faculty Committee Member: Thomas J. Hines

Professional Organizations:

- California Preservation Foundation
- American Preservation Foundation
- National Trust for Historic Preservation
- Society of Architectural Historians - National, Southern California and Northern California chapters
- Smithsonian Institution
- Fulbright Alumni Association
- Frank Lloyd Wright Foundation

Honors Received:

Lake Forest College: Graduated with Special Honors in Senior Thesis entitled, *Frank Lloyd Wright and the Skyscraper*, 1965

Elected honorary member of The Monterey Bay Chapter of The American Institute of Architects (AIA) Historical Preservation (2004)

1979 Fulbright Fellowship: Summer Seminar, *Art of the Low Countries: Belgium and Holland - Intensive Study*

Co-Recipient of Stanton Award from The Monterey Bay Chapter of The American Institute of Architects (AIA) (2006)

Language Competency:

Reading knowledge of French

E.T.S. Examination - August 1971

Publications:

1. Article dealing with Artist Morris Louis in catalogue entitled, *Color*, published by UCLA Art Council, February 1970. Exhibition which grew out of a modern art seminar, Spring 1969, that traveled to New York to organize contemporary painting show.

Other artists included:

- Ellsworth Kelley
- Kenneth Nolan
- Frank Stella
- Jules Olitski
- Ron Davis

2. Co-project Advisor for catalogue and exhibition at the Monterey Museum of Art entitled, *Architecture of the Monterey Peninsula*, published April 1976, Monterey, California. Winner: National Trust for Historic Preservation - Youth Award, 1975-1976.
3. Currently working on Revision of Catalogue on Monterey Architecture and have compiled letters of correspondence between clients and Frank Lloyd Wright concerning four projects for the Monterey Peninsula:
 - Nesbitt House 1941
 - Haldorn House 1945
 - Walker House 1948-52
 - Clark House 1952
4. I have compiled, supervised and published Architectural Resource Inventories for the cities of Monterey (1978), Pacific Grove and Carmel-by-the-Sea (1978 and 2000-03). I have also been the Architectural Historian for a Historic Resource Inventory for the County of Monterey (1979) and for the City of San Juan Batista (1980).
5. I have published extensive course outlines for each of the courses taught in Art History at Monterey Peninsula College. They vary in length from 100-200 pages and include a bibliography of books available in the Monterey Peninsula College Library.
6. I have developed, with Kent Seavey, an Architectural Archive at 2460 Garden Road, Monterey consisting of:
 - Building files for Monterey, Pacific Grove, Carmel, Pebble Beach and Monterey County
 - 1150 slides of Morley Baer Archive of Local Architects
 - Drawings and Models of Local Architects
7. I had a personal library of Art books numbering 1800 volumes, and periodical files of over 1000 magazine articles that have been donated to Monterey Peninsula College Library.

Curriculum Vitae - Richard N. Janick**Page Five**

8. I have developed with Kent Seavey a Certificated Program at Monterey Peninsula College entitled, *The Cultural History of Monterey County* that involves courses in the History and Art Departments.
9. I have organized and narrated an on-going series of programs honoring local and internationally recognized architects in conjunction with the local AIA chapter:
 - Modernism on the Monterey Peninsula (2003)
 - A tribute to Charles Moore (2004)
 - A tribute to Mark Mills (2004)
 - Lois Gottlieb – Frank Lloyd Wright (2005)
 - Mickey Muenig (2005)
 - Walter Burde (2006)

Monterey Peninsula College Courses: (developed and taught since 1972):

- Art 1 - Introduction to Art
- Art 2 - Prehistoric-Renaissance
- Art 3 - Renaissance to 20th Century
- Art 6 - American Art
- Art 7 - Art of ~~Africa~~, Oceania, South, Central, North, American Tribal Art
- Art 8 - Survey of Asian Art
- Art 9 - History of Western Architecture
- Art 11 - Architecture of the Monterey Peninsula
- Art 13 - Architectural Tour of the Monterey Peninsula
- Art 14 - Architectural Tour of Walker House/Greene Studio
- Art 15 – Monterey Artists at the Oakland Museum

Travel:

- 1979 – Fulbright Fellowship to Holland and Belgium
- 1982 – Sabbatical Leave: Japan, China, India, Germany, Italy, France, England
- 1985 – Greece: Tour Group Leader - Mexico, Yucatan
- 1986 – England: Tour Group Leader
- 1987 – Italy: Tour Group Leader
- 1988 – England: France - Tour Group Leader
- 1989 – Rome: Tour Group Leader
- 1990 – Ireland, Scotland: Tour Group Leader
- 1992 – Pilgrimage Route, France, Spain Tour Group Leader
- 1993 – Belgium, Holland: Tour Group Leader
- 1994 & 1999 - Rome
- 1995 – Spain: Madrid, Toledo, Cordoba
- 1991–1996 - Indian Culture, U.S. Southwest – Pueblo
- 1996 – Spain: Barcelona, Avila, Segovia
- 1997 – Spain: Seville, Granada, Madrid
- 1998 – Portugal, Lisbon
- 2001 – Paris - Chartres

Personal References:

- 2) *Professor Franz Schulze* (Retired), Lake Forest College - Architectural History, Lake Forest, Illinois: Biographer of Mies Vander Rohe and Phillip Johnson (847) 234-5170 (*Deceased* (2019))
- 3) *Dr. Grant Voth*, (Retired), Gentrain Coordinator, Monterey Peninsula College, Pacific Grove, California (831) 372-2607
- 4) *Jerrold Lomax*, F.A.I.A. – Fellow, American Institute of Architects, Sand City, California (831) 393-2300 (*Deceased*)

26 AUG '22 1:15



APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME Tamara Michie DATE August 25, 2022
 RESIDENCE ADDRESS [REDACTED] CITY Carmel by Sea ZIP 93921
 MAILING ADDRESS [REDACTED] CITY Carmel by Sea ZIP 93921
 RESIDENCE PHONE [REDACTED] BUSINESS PHONE [REDACTED]
 EMAIL [REDACTED]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 12 yrs

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	☒
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	☐
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	☐
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	☒
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	☒
Board of Appeals (once annually and on an as-needed basis)	☐

Will you be available to attend board/commission meetings regularly? yes

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☒ NO ☐

Reason for Interest in the Position:

With Carmel-by-the-Sea being the place I've chosen to make my home and spend my life, I have a vested interest in maintaining and improving the historical nature and charm that make Carmel-by-the-Sea the world renowned destination that it is. I enjoy collaborating with others and cultivating my intellectual curiosity.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

My professional life has spanned thirty years and includes real estate investments, running my own corporate and special events company, facility development and management, capital planning and real estate, including assisting in the management and development of all athletic facilities for Stanford University Athletic Department, to include coordination of Athletic and Special events taking place at Stanford University. My volunteer work includes serving on elementary, middle and presently Carmel High School Site Council, responsible for developing and monitoring all aspects of the school improvement plan.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

Carmel High School-PTO Executive Board Vice President
Carmel High School-Site Council Member
Equity Engine - Advisory Board Member

Education:

Institution	Course of Study	Degree Year (s)
Stanford University	Communications	1915-16
San Francisco SU	Communications	BA 1945

Employment Experience (Start with Most Recent):

Organization:	Self-employed	
Position:	Financial / Real Estate Investor	Year:
Organization:	Event Planning Group	2010 - Present
Position:	Founder / President	Year:
Organization:	Stanford University	1998 - 2010
Position:	Athletic Facilities Events and Management	Year: 1993 - 1997

Prior public service, civic or volunteer activities:

Organization:	Carmel High School	2020 - Present
Position:	Pro Vice President	Year:
Organization:	Carmel High School	2021 - Present
Position:	School Site Council	Year:
Organization:	Carmel High School	
Position:	Sober Grad Night Chair	Year: 2020

Signature

Date

8-25-2022

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

City of Carmel-By-The-Sea

AUG 25 2022

Office of the City Clerk



APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME GRAHAM NORTON DATE 24th AUGUST 2022
 RESIDENCE ADDRESS [REDACTED] CITY CARMEL ZIP 93923
 MAILING ADDRESS — u — CITY — u — ZIP — u —
 RESIDENCE PHONE [REDACTED] BUSINESS PHONE
 EMAIL [REDACTED] 4c
 HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 3 YRS.

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	✓
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? YES

Employment Experience (Start with Most Recent):

Organization:	BANKING - FINANCE	
Position:	C.E.O.	Year: 1995
Organization:	RETIREE	
Position:		Year:
Organization:		
Position:		Year:

Prior public service, civic or volunteer activities:

Organization:	CONCORDS J'ALLIANCE	
Position:	VOLUNTEER	Year: 2022
Organization:	— — — — —	
Position:	VOLUNTEER	Year: 2019
Organization:	PARISH COUNCIL U.K. TREASURER	
Position:		Year: 2015

Signature

Date

08/24/2022

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Application for the Forest, Parks and Beaches Commission

24th August 2022

Graham Norton



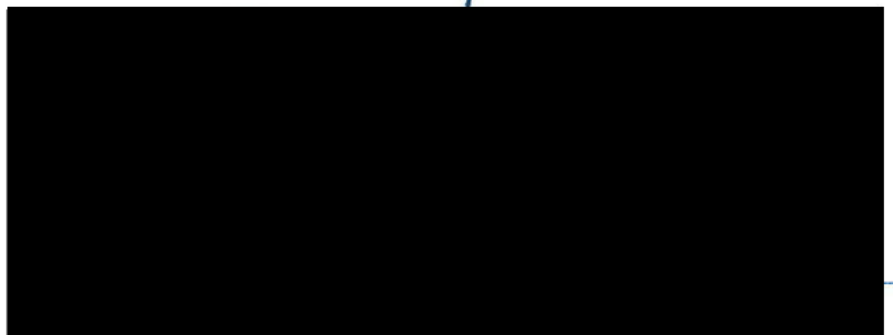
CA
93923

When you are fortunate to live in a small unique coastal community, there is an individual duty of care to assist with the preservation of this inheritance.

The interests of the Forest, Parks and Beach Commission play a major part in the daily life of the Carmel residents as much as the visiting tourists.

Served on a UK Parish Council Committee for a number of years in various positions. I was the Committee's Liaison Officer with the Historic Buildings Department at the County Council and I believe regarded as a motivator and someone who gets the job done. The residents are the temporary guardians of the Carmel Woods and Beaches, a job demanding dedication and constant appraisal.

Thank you



[Handwritten flourish]

City of Carmel-By-The-Sea

AUG 24 2022

Office of the City Clerk



APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

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NAME John H Tobin DATE 8/22/2022
 RESIDENCE ADDRESS [REDACTED] CITY Carmel ZIP 93921
 MAILING ADDRESS [REDACTED] CITY Carmel ZIP 93921
 RESIDENCE PHONE [REDACTED] BUSINESS PHONE Same
 EMAIL [REDACTED]
 HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 2 1/2 years

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	☒
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	
Board of Appeals (once annually and on an as-needed basis)	

Will you be available to attend board/commission meetings regularly? _____

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In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☒ NO ☐

Reason for Interest in the Position:

I have a great interest in the ocean, parks on the
 ocean including all open spaces in Monterey County.
 I frequent Delmaroff, Pinnacles park & occasionally Santa Rosa park
 as well as Big Sur, Rocky point, Point Lobos State park & Mission Point.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

Univ. of Rhode Island School of Oceanography, Narragansett, RI.
 I assisted the director at the time in various capacities.
 20

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

Education:

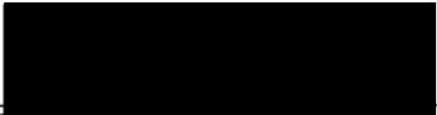
Institution	Course of Study	Degree Year (s)
Univ. Rhode Island	Science, Art, Music	

Employment Experience (Start with Most Recent):

Organization:	Green Actors Guild	
Position:	Actor	Year:
Organization:	Various film companies, Sony, ABC,	
Position:		Year:
Organization:		
Position:		Year:

Prior public service, civic or volunteer activities:

Organization:	Self Realization Fellowship Lake Shrine, Pacific Palisades, Ca	
Position:	Volunteer in gift shop	Year: 2017-2020
Organization:		
Position:		Year:
Organization:		
Position:		Year:



Signature

Date 8/24/22

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CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

September 13, 2022
ORDERS OF BUSINESS

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Brandon Swanson, Community Planning & Building Director

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Receive a report and provide direction on the City's Beach Fire Management Pilot Program

RECOMMENDATION:

Receive a report and provide direction on the City's Beach Fire Management Pilot Program.

BACKGROUND/SUMMARY:

EXECUTIVE SUMMARY:

The current Beach Fire Management Pilot Program will expire on September 15th, 2022. Staff is seeking "up" or "down" policy direction regarding the future of the Pilot Program and/or whether fires should be allowed on Carmel Beach on any basis. Based on this direction, staff will begin the appropriate next steps related to the existing Coastal Development Permit (CDP) and/or any necessary amendment to the City's Local Coastal Program (LCP). The direction requested from Council is:

1. Should the Pilot Program be extended, or permanently ended after September 15th, 2022?
2. If the Pilot Program is extended, should the rules remain the same?
3. If the Pilot Program is ended, what course of action should the City take on beach fires moving forward (e.g.: allow/prohibit)?

BACKGROUND / SUMMARY:

Started in 2016, the Pilot Program has taken different shapes along the way. In its current format of five (5) wood burning fire devices available from May 15th to September 15th from 4:00 to 10:00 pm, the Pilot Program has been running over three seasons (2020-2022). Notably, most of this period includes the COVID-19 pandemic, which shut the Pilot Program down for the 2020 season, and saw a reduction of visitors to the Village in 2021 due to National and International travel restrictions.

The Beach Fire Management Pilot Program ('Pilot Program') was first adopted on June 30, 2016, through the approval of a Coastal Development Permit (CDP 18-231), in response to issues associated with unrestricted fires on Carmel Beach. The Pilot Program, which originally allowed up to twelve (12) wood fire devices, is intended to provide the City with an opportunity to explore various beach-fire options, with the ultimate goal of making permanent changes to the beach-fire rules through a Local Coastal Program

amendment.

For the 2016 to 2019 seasons, the Pilot Program took several different shapes, including installation of anywhere from six (6) to twelve (12) total devices, and at one point prohibiting all wood burning devices while allowing only propane devices to be used. The prohibition of wood devices was done through the adoption of a new Coastal Development Permit (CDP 19-194). This CDP was subsequently appealed to the Coastal Commission. Due to this uncertainty and lack of consistency between each season, no conclusions were made relative to the success of the program.

On September 10, 2019, before the Coastal Commission heard the appeal, Council rescinded CDP 19-194, reverting the Pilot Program back to CDP 18-231. The Council further amended CDP 18-231 to reduce the number of wood-fueled fire devices to five (5) between 10th Avenue and Martin Way and to allow fires only between May 15th and September 15th. This action became effective 30-days after adoption, which meant it would take effect the following season, making 2020 the first year of the Pilot Program as it exists today.

However, in early March, 2020, the City Council adopted Resolution 2020-021 ratifying a Proclamation of the Existence of a Local Emergency Due to the Worldwide Spread of the Coronavirus ("COVID-19"). Subsequent to this proclamation, the Pilot Program was cancelled and beach fires were completely prohibited for the year 2020 as part of an effort to slow the spread of COVID-19.

In 2021 and 2022, the Pilot Program resumed, although the 2021 season saw a reduced number of visitors due to travel restrictions related to COVID-19. The 2022 season however, took place with no travel restrictions in place, and therefore was the first full season managed under the strict five (5) device rules of the current Pilot Program.

STAFF ANALYSIS:

In order to assist with Council's direction, staff has collected data from the 2022 season. It should be noted that these figures only cover through the middle of August, when the report was drafted, so estimates of the full 18-week season are also provided.

2022 Public Works Data

- 135 total device cleanings (13 weeks)
 - Estimate 187 for full 18-week season
- Cost of 2 employees at a total of 10 hours per week (13 weeks) = \$5,200
 - Estimate \$7,200 for full 18-week season
- Cost to install and remove devices for season = \$2,500
- Cost to replace devices (if needed) = \$530
- Number of times devices were full of sand = 51 or 38% (13 weeks)
 - Estimate 71 for full 18-week season
- Number of times burnt wood and trash found outside of devices = 30 or 22% (13 weeks)
 - Estimate 41 for full 18-week season
- Number of dog waste bags found in devices = 5 (13 weeks)
 - Estimate 7 for full 18-week season
- Examples of trash items found in devices:
 - Shoes
 - Text books
 - Cell phones
 - Co2 cartridges (100+ total)
 - Pallets with nails
 - Bottles and cans

- Construction lumber

2022 Police Department Data

- 35 logged officer contacts (to date - 13 weeks)
 - Estimate 48 contacts for full 18-week season
- Cost of police officer time (\$100/hr x 30 min per contact) = \$1,750 (13 weeks)
 - Estimate \$2,400 for full 18-week season
- 2 formal citations issued (13 weeks)
 - Estimate 3 for full 18-week season
- Cost of private beach security patrols = \$11,100 for full 18-week season

Following consideration of the information contained in this report, Council is being asked to provide direction to staff about the future of the Beach Fire Management Pilot Program. Specifically, staff is seeking answers to the following questions:

1. Should the Pilot Program be extended, or permanently ended after September 15, 2022?
2. If the Pilot Program is extended, should the rules remain the same?
3. If the Pilot Program is ended, what course of action should the City take on beach fires moving forward (e.g.: allow/prohibit)?

Based on this high level direction from Council, staff will return at a future meeting with the appropriate actions for the Council to consider. If the Pilot Program is extended, this will involve an amendment to the existing Coastal Development Permit (CDP 18-231) to include the extension. If Council chooses to end the Pilot program and make the Beach Fire Management Program permanent, staff will return with the appropriate Coastal Development Permit and an amendment to the City's Local Coastal Program (LCP). Or, if the Council decides to end the Pilot Program and prohibit beach fires permanently, staff will return with the necessary amendment to the City's LCP.

ENVIRONMENTAL REVIEW:

The Pilot Program is categorically exempt from CEQA requirements pursuant to Section 15306 (Class 6) of the State CEQA Guidelines. Class 6 exemptions include data collection, research, and experimental management activities which do not result in a major disturbance to an environmental resource. These activities may be part of a study leading to an action which a public agency has not yet approved or adopted.

FISCAL IMPACT:

Based on estimates included in this report, the total estimated cost of the 2022 Beach Fire Management Pilot Program is **\$23,200**. This number is the sum of the estimated 18-week program costs to: install/remove devices (\$2,500); clean devices (\$7,200); make Police contacts (\$2,400); and contract private security (\$11,100). Staff time associated with compiling this information and reporting to Council is included in the adopted FY 2022-2023 departmental operating budgets.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS: