



City of St. Helena
Regular City Council and Closed Session
Meeting
Tuesday, September 13, 2022 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes.

The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website. Public comment for City Council meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofsthelena.org.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://sthelena.civicweb.net/portal/>.

Servicios de interpretación en español durante la reunión pueden ser solicitados por el público. Para asegurar que los intérpretes estén disponibles, los servicios tienen que ser solicitados al menos 72 horas antes de la reunión llamando a la oficina de la Secretaria de la Ciudad al (707) 968-2640 o por correo electrónico a cityclerk@cityofsthelena.org.

El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en <https://sthelena.civicweb.net/portal/>.

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1. CALL TO ORDER
2. ROLL CALL
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.
7. PRESENTATIONS AND PUBLIC RECOGNITIONS
 - 7.1. Oaths of office for:
 - Allan Lacson, Plant Operator I
 - Darren Gardette, Plant Operator II
 - Ashley Sylvester, Recreation Supervisor
8. YOUTH REPRESENTATIVE BRIEFING
 - 8.1. Presentation from Youth Representatives on High School and Middle School Survey Results 7 - 48

CEQA Determination: Not a CEQA project
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Receive presentation from Youth Representatives.
[Staff Report - Pdf](#)
9. CONSENT ITEMS
Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)
 - 9.1. Consideration and proposed approval of Regular Meeting Minutes of August 9, 2022 49 - 53
[08-09-2022 Regular City Council - Minutes](#)
 - 9.2. Consideration and Proposed Approval of a Resolution (1) Approving the Memorandum of Understanding Between the City of St. Helena and the St. Helena Employees Association (SHEA) for a Three-year Contract Commencing on July 1, 2022 and Expiring on June 30, 2025 and (2) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the St. Helena Employees Association Member Classifications. 55 - 171

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolution.
[Staff Report - Pdf](#)
 - 9.3. Consideration and recommended approval of a resolution approving: 173 - 246
 1. Professional Services Agreement with Dudek to provide services associated with Phase I - St. Helena Defensible Space and Fuels Management Project for a total not to exceed \$122,649; and

2. Approving a budget increase to 101-40-00-21-45 in the amount of \$40,750 for the required City contribution of 25%.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve of a resolution authorizing:

1. Professional Services Agreement with Dudek to provide services associated with Phase I - St. Helena Defensible Space and Fuels Management Project for a total not to exceed \$122,649; and
2. Approving a budget increase to 101-40-00-21-45 in the amount of \$40,750 for the required City contribution of 25%.

[Staff Report - Pdf](#)

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| 9.4. | Second reading of an Ordinance adding Section 3.04.055 Standards of Conduct Pertaining to Procurement to St. Helena Municipal Code Chapter 3.04 Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects. | 247 - 297 |
|------|--|-----------|

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Conduct the second reading and adopt the Ordinance adding Section 3.04.055 Standards of Conduct Pertaining to Procurement to St. Helena Municipal Code Chapter 3.04, by title only and waive further reading.

[Staff Report - Pdf](#)

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| 9.5. | Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000. | 299 - 320 |
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CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends City Council adopt the attached Resolution and authorize the City Manager to execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000.

[Staff Report - Pdf](#)

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| 9.6. | Consideration and Proposed Approval of A) a Resolution Authorizing Staffing Recommendations as Follows: <ol style="list-style-type: none">1. Add Administrative Analyst Classification and establish a salary range of \$82,012 - \$99,686; and2. Increase the salary range for the Director of Public Works to \$162,072 - \$197,000; and3. Reclassify the Planning & Building Director to Director of Community Development and establish a salary range of \$162,072 - \$197,000; and | 321 - 475 |
|------|--|-----------|

4. Add Human Resources Analyst Classification and establish a salary range of \$80,646 - \$98,026; and
 5. Freeze the Human Resources Manager for the remainder of FY2023; and
 6. Unfreeze the Parks & Trees Superintendent for the remainder of FY2023; and
 7. Increase the salary range for the Senior Civil Engineer to \$127,499 - \$154,976; and
- B) Approval of an Amendment to a Memorandum of Understanding Between the St. Helena Employees Association (SHEA) and the City and approval of Amendment #12 to the Unrepresented Compensation Program; and
- C) Approval of a Resolution Duly Adopting and Approving a Publicly Available Pay Schedule for St. Helena Employees Association (SHEA), Publicly Available Pay Schedule for Mid-Management, and Publicly Available Pay Schedule for Executive Management - Departments Heads which Includes a Revised Salary Schedule for the Director of Public Works Classification, Reclassification of the Planning & Building Director to a Director of Community Development, and a Revised Salary Schedule for the Reclassified Director of Community Development effective September 13, 2022.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution.

[Staff Report - Pdf](#)

10. OLD BUSINESS

10.1. Water and Wastewater Rate Study Update regarding: 477 - 519

1. Pricing Objectives Exercise - Review and Discuss Exercise Results; and
2. Reserves Policies - Review and Discuss Existing Policy and Alternative Policies; and
3. Capital Improvement Program (CIP) - Presentation of Long-Term Capital Program for Water and Wastewater.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Discuss and provide feedback.

[Staff Report - Pdf](#)

10.2. Downtown Pedestrian Crossing Improvements Discussion and Direction 521 - 535

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Mario Traverso, Public Works Assistant Engineer

Recommendation:

In light of the safety upgrades performed by Caltrans, and the planned redesign included in the *Downtown Sidewalk Improvement Project*, staff would recommend implementation of Option 1. This would provide

robust, permanent safety enhancements and will not conflict with the continued design efforts which will address the overall pedestrian safety concerns throughout the intersection.

[Staff Report - Pdf](#)

[Public Comment.Chris Fowler](#)

11. CLOSED SESSION:

11.1. PUBLIC COMMENT PERTAINING TO CLOSED SESSION

11.2. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Gov't Code Section 54956.9(b) (one case)

12. ADJOURNMENT

The next Regular City Council meeting is scheduled for September 27, 2022, at 6:00 p.m.

This agenda was posted at City Hall, 1572 Railroad Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on September 9, 2022.



Cindy Tzaferopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited

or barred where the interested party has not sought and exhausted all available administrative remedies.

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, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1572 Railroad Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's web site at <https://sthelena.civicweb.net> and will be available for public review at the respective meeting.



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: YOUTH REPRESENTATIVE BRIEFING

Subject: Presentation from Youth Representatives on High School and Middle School Survey Results

CEQA Determination: Not a CEQA project

Prepared By: Preya Nixon, Asst. to the City Manager

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The City Council Three Year adopted workplan Goal 5 is to support thriving families and enhance the safety, wellbeing and healthy development of our youth. Item 5B under this goal is to designate two to three Youth Representatives to speak periodically at City Council meetings on youth related issues in the community and to act as liaisons to youth when feedback is requested on City Council matters. Vice Mayor Dohring and Councilmember Chouteau have been the designated Councilmembers who were requested by the Council to advance this goal in partnership with City staff.

DISCUSSION

The Youth Representatives of Clayton Burton, Brandon Diaz and Talia Ricci will present the survey results from two (2) surveys that was developed by Vice Mayor Dohring and Councilmember Chouteau. The surveys were distributed to the High School and Middle School students in the St. Helena Unified School District. Clayton, Brandon and Talia will share key takeaways and potential solutions from the results of the surveys.

FISCAL IMPACT

None

RECOMMENDED ACTION

Receive presentation from Youth Representatives.

ATTACHMENTS

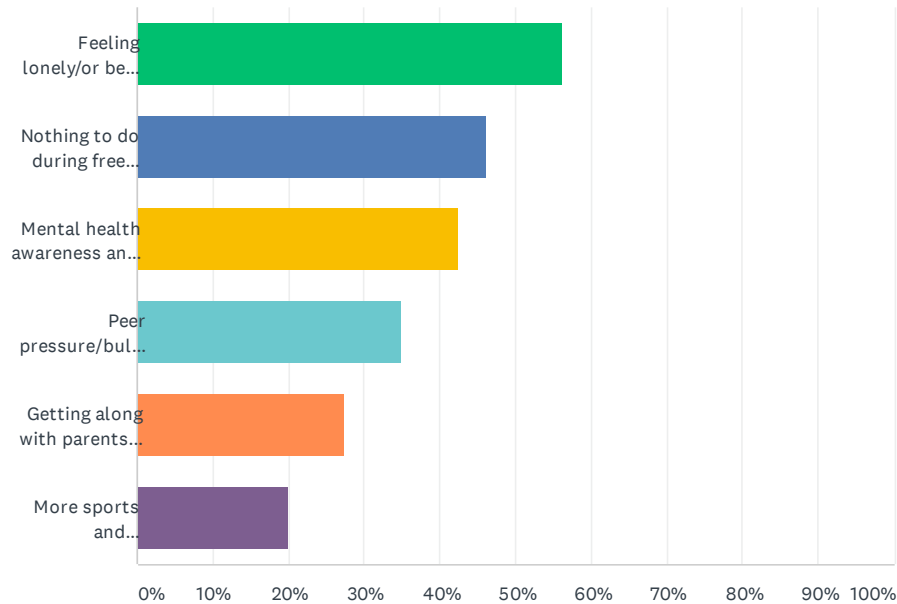
[Middle School Survey Results](#)

[High School Survey Results](#)

City of St. Helena Youth Survey-Middle School

Q1 What do you think are the top issues facing youth (11-13) in St. Helena? (Select all that apply)

Answered: 80 Skipped: 5



ANSWER CHOICES	RESPONSES	
Feeling lonely/or being alone/fitting in socially	56.25%	45
Nothing to do during free time	46.25%	37
Mental health awareness and support	42.50%	34
Peer pressure/bullying	35.00%	28
Getting along with parents or family members	27.50%	22
More sports and recreational options	20.00%	16
Total Respondents: 80		

#	OTHER (PLEASE SPECIFY)	DATE
1	none of the above.	5/27/2021 8:01 PM
2	nothing	5/27/2021 10:01 AM
3	Many undisciplined children	5/27/2021 9:02 AM
4	Pressure with doing well in school.	5/26/2021 9:56 PM
5	I don't have issues	5/26/2021 4:40 PM
6	Racism, Homophobia, and sexism	5/26/2021 3:10 PM
7	We need an arcade with games and food and no tourists allowed	5/26/2021 12:13 PM

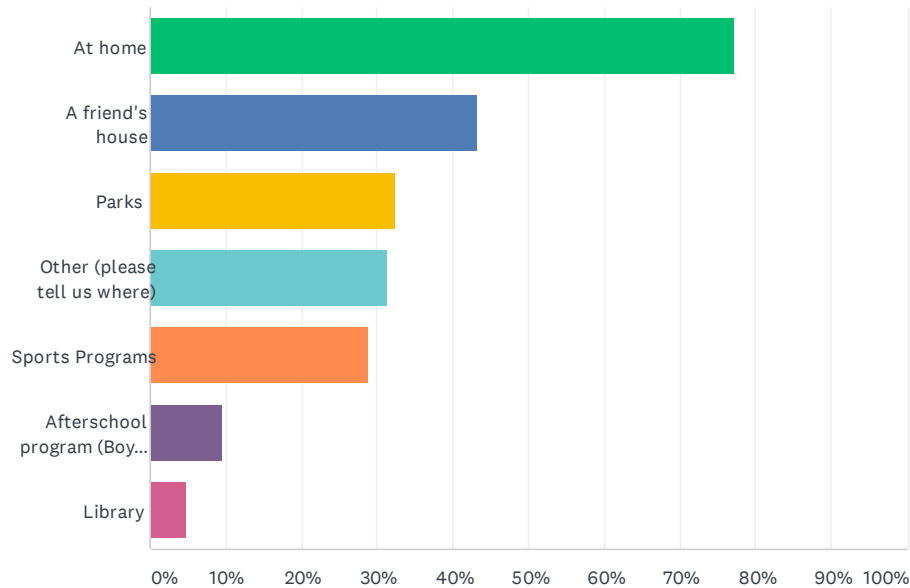
City of St. Helena Youth Survey-Middle School

8	Not enough Access time.	5/26/2021 11:42 AM
9	There is no public space where there is free wifi for us to do homework.	5/26/2021 11:21 AM
10	there is this one kid at my school who has been putting pressure on me and some what bullying me but the shool did a great job to stop that	5/26/2021 9:24 AM

City of St. Helena Youth Survey-Middle School

Q2 Where do you spend your free time in St. Helena? (select all that apply)

Answered: 83 Skipped: 2



ANSWER CHOICES	RESPONSES	
At home	77.11%	64
A friend's house	43.37%	36
Parks	32.53%	27
Other (please tell us where)	31.33%	26
Sports Programs	28.92%	24
Afterschool program (Boys and Girls other community organization)	9.64%	8
Library	4.82%	4
Total Respondents: 83		

#	OTHER (PLEASE TELL US WHERE)	DATE
1	around town with friends	6/1/2021 11:01 AM
2	Chocolate	5/28/2021 2:18 PM
3	swim team. but about 2-3 hours after school.	5/27/2021 8:01 PM
4	I usually go on bike rides after school.	5/27/2021 6:51 PM
5	Chocolate ice cream place	5/27/2021 7:22 AM
6	and with friends	5/26/2021 7:12 PM

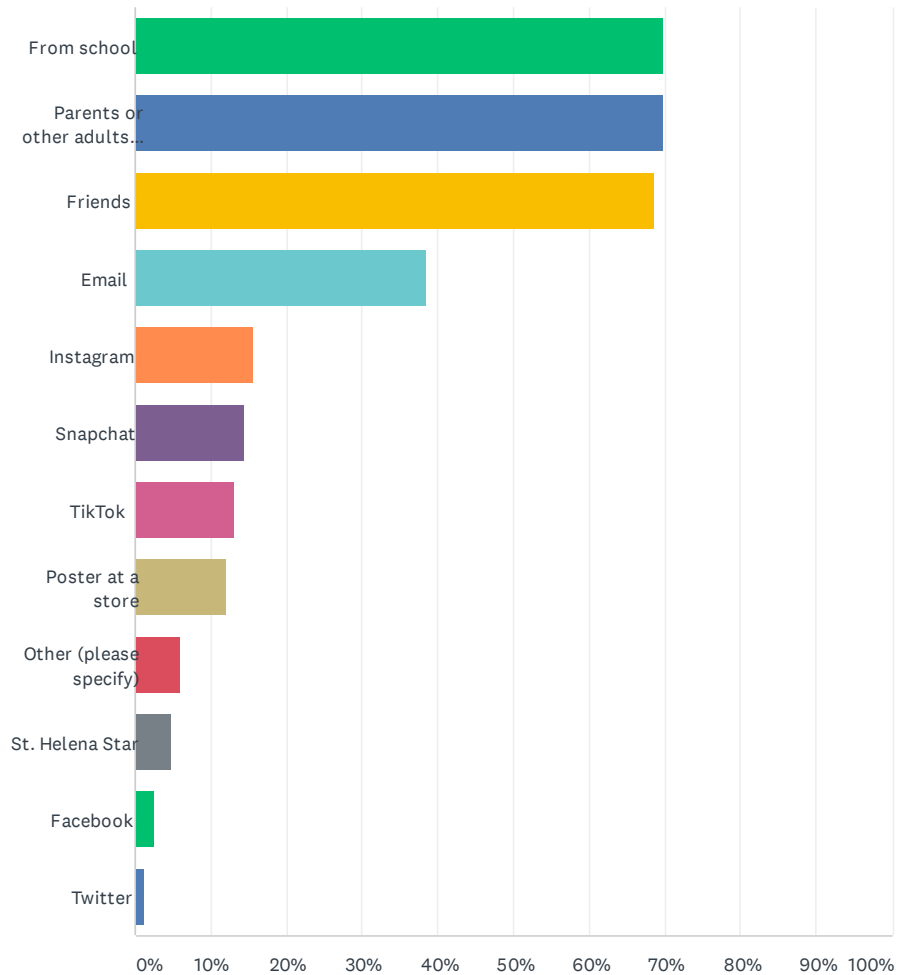
City of St. Helena Youth Survey-Middle School

7	Out and about with my friends.	5/26/2021 4:50 PM
8	library if it was open	5/26/2021 2:48 PM
9	Ice Cream store across from Elementary school and the city parks.	5/26/2021 2:39 PM
10	hang out at chocolate with friends and family	5/26/2021 2:21 PM
11	Chocolate	5/26/2021 11:44 AM
12	My grandparents house.	5/26/2021 11:42 AM
13	Sitting on a bench waiting for my parents to pick us up.	5/26/2021 11:21 AM
14	at chocolate or the coffee shop and after school ends the elementary school park	5/26/2021 10:45 AM
15	Napa valley roasting company	5/26/2021 10:29 AM
16	Sometimes at the Coffee Shop.	5/26/2021 10:29 AM
17	sitting or walking around town.	5/26/2021 10:22 AM
18	Caffe Dalla Valla (Dolche), Carnegie building, Coffee shop, Chocolate, or where there's a bench	5/26/2021 10:18 AM
19	Just hanging out around the Carnegie building, usually just after school.	5/26/2021 10:11 AM
20	with my friend at chocolate	5/26/2021 10:04 AM
21	Grandparents houses.	5/26/2021 9:26 AM
22	walking around with my friends	5/26/2021 9:24 AM
23	Coffee shops/Ice cream shops	5/26/2021 9:18 AM
24	sometimes me and my friends will go out and walk to rivers and i love going to this one store in st helena.	5/26/2021 8:54 AM
25	Usually Cafe's with friends	5/26/2021 8:52 AM
26	around town	5/26/2021 8:39 AM

City of St. Helena Youth Survey-Middle School

Q3 Where do you get your information on activities and events happening in St. Helena? Please select as many as you want.

Answered: 83 Skipped: 2



City of St. Helena Youth Survey-Middle School

ANSWER CHOICES	RESPONSES	
From school	69.88%	58
Parents or other adults in my life	69.88%	58
Friends	68.67%	57
Email	38.55%	32
Instagram	15.66%	13
Snapchat	14.46%	12
TikTok	13.25%	11
Poster at a store	12.05%	10
Other (please specify)	6.02%	5
St. Helena Star	4.82%	4
Facebook	2.41%	2
Twitter	1.20%	1
Total Respondents: 83		

#	OTHER (PLEASE SPECIFY)	DATE
1	There's nothing to do here	8/12/2021 8:31 PM
2	Sometimes ads on my phone	5/26/2021 6:29 PM
3	email for Ms. Flynn	5/26/2021 2:48 PM
4	Recreation department	5/26/2021 11:42 AM
5	the place in st helena that puts together all the sports	5/26/2021 9:24 AM

City of St. Helena Youth Survey-Middle School

Q4 What do you wish adults would understand about youth today in St. Helena? Type in your answers.

Answered: 66 Skipped: 19

ANSWER CHOICES	RESPONSES
1.	100.00% 66
2.	71.21% 47
3.	60.61% 40

#	1.	DATE
1	Its boring	8/12/2021 8:31 PM
2	I dont know	6/3/2021 11:45 AM
3	Grades	6/3/2021 11:45 AM
4	That we are trying to discover who we are in such a small town.	6/1/2021 5:22 PM
5	That children need support instead of just pushing their issues away	6/1/2021 11:01 AM
6	We need to get out more	5/28/2021 2:18 PM
7	that we play a lot of video games	5/28/2021 10:27 AM
8	That youth is good	5/28/2021 10:24 AM
9	going out with friends alone with no parents	5/27/2021 10:48 PM
10	I am not sure how to answer this. All the adults in my life are pretty understanding.	5/27/2021 9:11 PM
11	Homophobia/ Accepting being a homosexual.	5/27/2021 9:10 PM
12	we want to go places	5/27/2021 8:01 PM
13	Some kids have mental health issues that they need help with	5/27/2021 6:51 PM
14	that we want to go places WITHOUT THEM!!!!!!	5/27/2021 10:01 AM
15	We want to be with the crowd	5/27/2021 8:49 AM
16	If we are disrespected we are going to stand up for ourselves no matter if we are minors	5/27/2021 8:30 AM
17	Body shaming	5/27/2021 7:22 AM
18	That kids need free time and not just schoolwork time.	5/26/2021 9:56 PM
19	That it is much more harder	5/26/2021 9:27 PM
20	That some times we cant explain whats happening	5/26/2021 7:12 PM
21	That we should have our own privacy	5/26/2021 6:29 PM
22	we have nothing to do	5/26/2021 6:25 PM
23	what kids	5/26/2021 6:15 PM
24	That kids have energy in them and they need to spend it.	5/26/2021 4:50 PM
25	School is hard	5/26/2021 4:40 PM
26	That we are on our electronics all the time because there is nothing else to do.	5/26/2021 4:16 PM
27	we also have struggles and challenges in our lives outside of school	5/26/2021 3:31 PM

City of St. Helena Youth Survey-Middle School

28	I dont know	5/26/2021 3:10 PM
29	how hard school can be	5/26/2021 2:48 PM
30	that we all aren't perfert	5/26/2021 2:21 PM
31	I wish adults would understand that kids should be able to wear what they want to wear.	5/26/2021 2:13 PM
32	That we want our voice to be herd as much as possible	5/26/2021 2:07 PM
33	English is hard.	5/26/2021 1:50 PM
34	everything	5/26/2021 12:51 PM
35	Nothing.	5/26/2021 12:29 PM
36	Parents should understand that social media can be good	5/26/2021 12:13 PM
37	Focus more on mental health	5/26/2021 12:10 PM
38	We are just as stressed as you.	5/26/2021 11:45 AM
39	That not everything will be done in a instant	5/26/2021 11:44 AM
40	That we should be able to go to parties or special events without permission	5/26/2021 11:42 AM
41	School isnt that easy	5/26/2021 11:26 AM
42	that school is hard	5/26/2021 11:24 AM
43	No, I don't want you to pay for the food that I ordered because you think that I can't pay for myself. I wouldn't have ordered the food if I didn't have money.	5/26/2021 11:21 AM
44	That we are trying our hardest even when it seems like we aren't.	5/26/2021 11:06 AM
45	Don't try to fit in with us, stay in your own generation	5/26/2021 11:04 AM
46	kids are on their phone pls we dont want to fight about how much we are on it	5/26/2021 10:45 AM
47	nothing really sorry I cant think of anything.	5/26/2021 10:37 AM
48	we arent in the same year when you were kids things are diffrent.	5/26/2021 10:34 AM
49	We are changing and its ok	5/26/2021 10:29 AM
50	idk	5/26/2021 10:23 AM
51	That out opinions, feelings, and ideas are valid.	5/26/2021 10:22 AM
52	Technology use isn't the reason for mental health problems	5/26/2021 10:18 AM
53	There isn't a lot to do around town.	5/26/2021 10:14 AM
54	That we may need a little space once and a while.	5/26/2021 10:11 AM
55	stress	5/26/2021 10:04 AM
56	Stress(online)	5/26/2021 10:00 AM
57	Sometimes we need time to hang out with our friends.	5/26/2021 9:26 AM
58	that the side walks intown are not the best	5/26/2021 9:24 AM
59	That they need to give me more liberty.	5/26/2021 9:16 AM
60	have patience	5/26/2021 9:14 AM
61	love is love	5/26/2021 9:14 AM
62	I wish parents/adults would understand that not everything that they hear from other parents/adults gossipping, isn't always true.	5/26/2021 8:54 AM
63	That we're not perfect	5/26/2021 8:52 AM
64	How we feel	5/26/2021 8:47 AM

City of St. Helena Youth Survey-Middle School

65	our mental health	5/26/2021 8:39 AM
66	i wish more adults would understand that school isn't everything	5/26/2021 8:38 AM
#	2.	DATE
1	We aren't Perfect	8/12/2021 8:31 PM
2	School	6/3/2021 11:45 AM
3	Not all kids want to follow society's older more traditional norms.	6/1/2021 5:22 PM
4	Schools need to find more engaging activities for students	6/1/2021 11:01 AM
5	Understand what were going through	5/28/2021 2:18 PM
6	that we stay up late	5/28/2021 10:27 AM
7	Youth is the Future	5/28/2021 10:24 AM
8	racism.	5/27/2021 9:10 PM
9	more friend hangouts.	5/27/2021 8:01 PM
10	Some kids are apart of the LGBTQ+ community and they should be able to feel safe	5/27/2021 6:51 PM
11	and that the boys and girls club should lets kids go freely if there is permission instead of holding them in the building when the hate it. like me.	5/27/2021 10:01 AM
12	we want to do fun things that other people do	5/27/2021 8:49 AM
13	We are on our phones a lot because adults don't give us enough attention	5/27/2021 8:30 AM
14	Racism (we all have equal rights!)	5/27/2021 7:22 AM
15	That it has different rules	5/26/2021 9:27 PM
16	Depreshon is real	5/26/2021 7:12 PM
17	we're growing up faster, let us	5/26/2021 6:25 PM
18	It's hard to make friends	5/26/2021 4:40 PM
19	A lot of kids are sad, but don't show it.	5/26/2021 4:16 PM
20	that it is really ok to make mistakes in life	5/26/2021 2:21 PM
21	I wish adults would understand that phones help kids stay connected.	5/26/2021 2:13 PM
22	We don't want you to assume stuff without knowing the full story.	5/26/2021 2:07 PM
23	We can't always have perfect scores.	5/26/2021 1:50 PM
24	We need more entertainment in st Helena	5/26/2021 12:13 PM
25	How to express yourself	5/26/2021 12:10 PM
26	Our feelings and sexualitys should be vaild and its not "just a phase".	5/26/2021 11:45 AM
27	Kids should be able to do what they want especially if it is fun	5/26/2021 11:42 AM
28	Mental health is an issue	5/26/2021 11:26 AM
29	school is tiring	5/26/2021 11:24 AM
30	No, I don't want to talk to you about something, I was talking to my friends or minding my own business and you decided to talk to me.	5/26/2021 11:21 AM
31	We aren't perfect so stop making your expectations of us so high because it hurts us when we know we don't fit into them.	5/26/2021 11:06 AM
32	we should be able to wear crop tops or shorts its not up to them its our body	5/26/2021 10:45 AM
33	dont make us play/apply to things we dont wanna do.	5/26/2021 10:34 AM
34	to leave us alone sometimes	5/26/2021 10:29 AM

City of St. Helena Youth Survey-Middle School

35	Trusting us around town and with friends.	5/26/2021 10:22 AM
36	All social media isn't bad	5/26/2021 10:18 AM
37	Kids are all around town, so be aware of them.	5/26/2021 10:14 AM
38	That it is important that we get our homework done on time, and pressure to do sports or something is a lot.	5/26/2021 10:11 AM
39	Tired because of P.E	5/26/2021 10:00 AM
40	Have some alone time.	5/26/2021 9:26 AM
41	Have more fun activities.	5/26/2021 9:16 AM
42	understand struggles	5/26/2021 9:14 AM
43	mental health matters more than grades	5/26/2021 9:14 AM
44	We need freedom	5/26/2021 8:52 AM
45	That sometimes we want to be free and how our time and let us spend some time with our friends	5/26/2021 8:47 AM
46	how we talk	5/26/2021 8:39 AM
47	i wish almost adults would understand that some people of today's youth are having a hard time too	5/26/2021 8:38 AM
#	3.	DATE
1	Be patient	8/12/2021 8:31 PM
2	Friends	6/3/2021 11:45 AM
3	Do not teach your kids to ignore their problems	6/1/2021 11:01 AM
4	School is stressing	5/28/2021 2:18 PM
5	english is hared	5/28/2021 10:27 AM
6	And overall the Youth is good.	5/28/2021 10:24 AM
7	Let boys hang out with girls and girls hang out with boys.	5/27/2021 9:10 PM
8	Comparing kids to others won't help deal with problems	5/27/2021 6:51 PM
9	we like to be outside but we stay inside just because its more conferrable.	5/27/2021 8:49 AM
10	Everyone looks at us like we can't do anything because we are lazy and that's not true. Ask us what's wrong before assuming	5/27/2021 8:30 AM
11	Global awareness (we must help the environment!)	5/27/2021 7:22 AM
12	That we have less homework	5/26/2021 9:27 PM
13	you are never too young to know to what you identify as	5/26/2021 7:12 PM
14	we need money	5/26/2021 6:25 PM
15	we need safe place were we can hang out	5/26/2021 2:21 PM
16	I wish adults would understand that kids should have more freedom	5/26/2021 2:13 PM
17	Sometimes we need to be trusted and we love to be heard.	5/26/2021 2:07 PM
18	There aren't many fun things to do or fun events in St. Helena.	5/26/2021 1:50 PM
19	Privacy	5/26/2021 12:10 PM
20	Not everything should be blamed on our phones or social media, sometimes they help us.	5/26/2021 11:45 AM
21	Adults should be more easy with kids when they are having to share something.	5/26/2021 11:42 AM
22	How grading really works	5/26/2021 11:26 AM

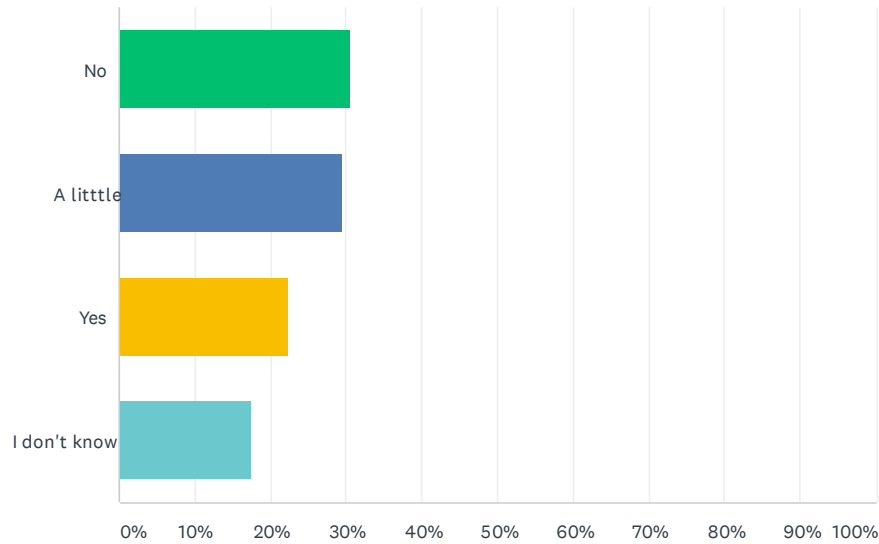
City of St. Helena Youth Survey-Middle School

23	and that we can get more anxious	5/26/2021 11:24 AM
24	Mental Health is more important than grades.	5/26/2021 11:06 AM
25	stop telling kids what they arent	5/26/2021 10:45 AM
26	we have hard days too	5/26/2021 10:34 AM
27	let us make our own decisions so we can learn	5/26/2021 10:29 AM
28	School is very stressful and we may not always be in a good mood.	5/26/2021 10:22 AM
29	We don't want to be judged or pressured to do certain things	5/26/2021 10:18 AM
30	The kids in town do bad stuff, like all kids, but the word gets around quickly.	5/26/2021 10:14 AM
31	We want to be able to access all we can to expand our minds, and we should be able to access the internet/web with no trouble.	5/26/2021 10:11 AM
32	Homework	5/26/2021 10:00 AM
33	Let us walk around, we are old enough. (age 12)	5/26/2021 9:26 AM
34	Mind there own business.	5/26/2021 9:16 AM
35	understand our mistakes	5/26/2021 9:14 AM
36	grades arent everything	5/26/2021 9:14 AM
37	and we need you guys to trust us	5/26/2021 8:52 AM
38	That homework is hard and that sometimes we don't know everything.	5/26/2021 8:47 AM
39	how we dress	5/26/2021 8:39 AM
40	i wish adults would understand that some people have a hard time talking or getting along with people they aren't close to	5/26/2021 8:38 AM

City of St. Helena Youth Survey-Middle School

Q5 Do you think that discrimination (race, gender identity etc...) is an issue in St. Helena for youth?

Answered: 85 Skipped: 0

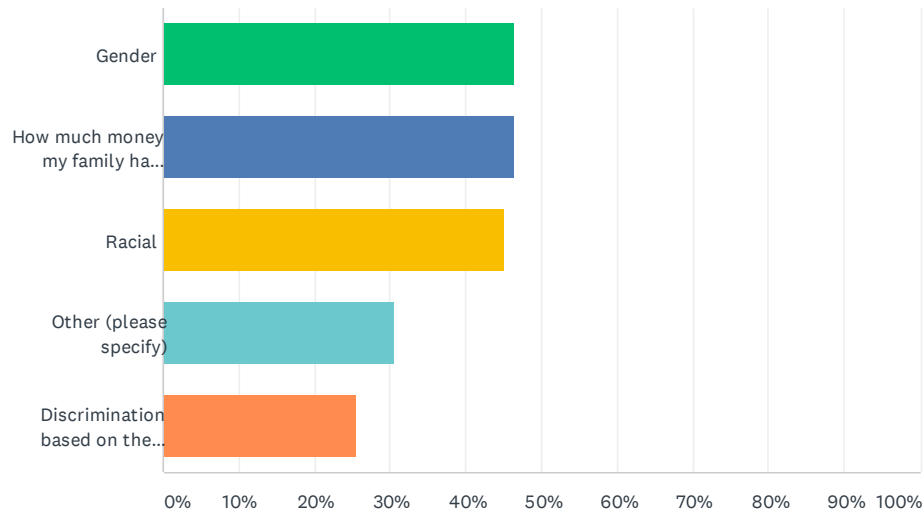


ANSWER CHOICES	RESPONSES	
No	30.59%	26
A little	29.41%	25
Yes	22.35%	19
I don't know	17.65%	15
TOTAL		85

City of St. Helena Youth Survey-Middle School

Q6 What type of discrimination have you seen or experienced?

Answered: 82 Skipped: 3



ANSWER CHOICES	RESPONSES	
Gender	46.34%	38
How much money my family has or doesn't have	46.34%	38
Racial	45.12%	37
Other (please specify)	30.49%	25
Discrimination based on the language someone speaks	25.61%	21
Total Respondents: 82		

#	OTHER (PLEASE SPECIFY)	DATE
1	There really isn't any I can think of	8/12/2021 8:31 PM
2	Discrimination about sexuality	6/1/2021 5:22 PM
3	Sexuality	5/27/2021 9:11 PM
4	none	5/27/2021 8:01 PM
5	Very little discrimination for being LGBTQ+	5/27/2021 6:51 PM
6	none	5/27/2021 10:01 AM
7	sexual identification	5/27/2021 9:02 AM
8	I don't know if this is discrimination, but body shaming.	5/27/2021 7:22 AM
9	None really, maybe a little, but too little to actually put it in form.	5/26/2021 9:56 PM
10	I don't have one	5/26/2021 9:27 PM
11	NO experience	5/26/2021 4:40 PM
12	People using "Gay" as an insult like it's bad.	5/26/2021 3:10 PM

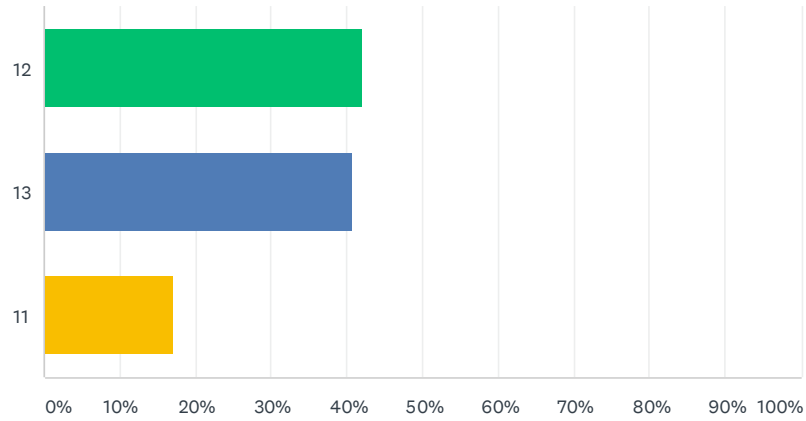
City of St. Helena Youth Survey-Middle School

13	none at least that i have heard of	5/26/2021 2:48 PM
14	none	5/26/2021 2:02 PM
15	Don't remember?	5/26/2021 1:50 PM
16	Being part of Lgbtq+ is not fond here	5/26/2021 12:51 PM
17	If someone dresses in a way where people think they dont fit in.	5/26/2021 12:29 PM
18	None	5/26/2021 11:47 AM
19	sexuality	5/26/2021 11:45 AM
20	I dont know	5/26/2021 11:44 AM
21	Gender, specifically because I am non binary.	5/26/2021 10:22 AM
22	Sexuality	5/26/2021 10:14 AM
23	i dont really know waht discrimantion means	5/26/2021 9:24 AM
24	kids brag about how much money they have	5/26/2021 9:16 AM
25	im not sure	5/26/2021 8:54 AM

City of St. Helena Youth Survey-Middle School

Q7 What is your age?

Answered: 76 Skipped: 9

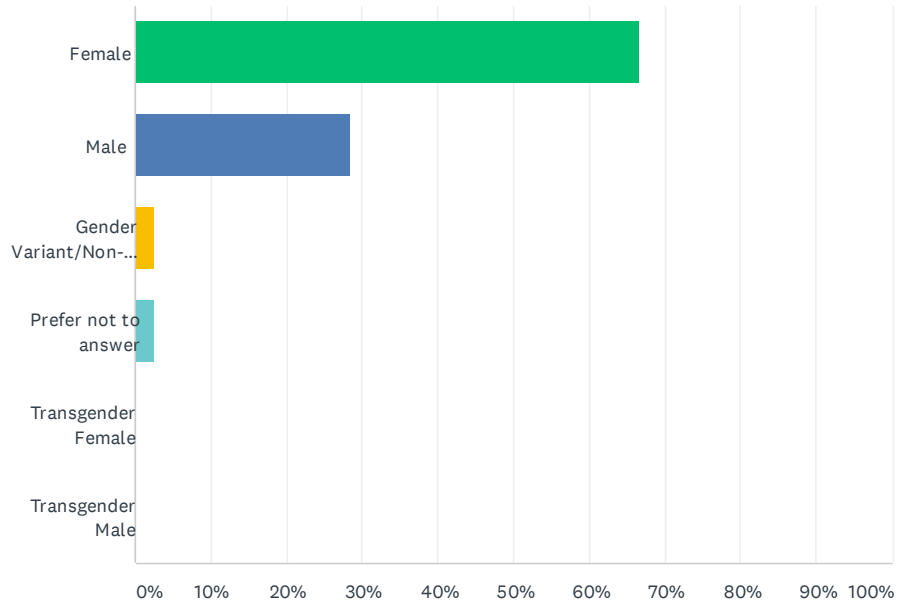


ANSWER CHOICES	RESPONSES	
12	42.11%	32
13	40.79%	31
11	17.11%	13
TOTAL		76

City of St. Helena Youth Survey-Middle School

Q8 What is your gender?

Answered: 81 Skipped: 4

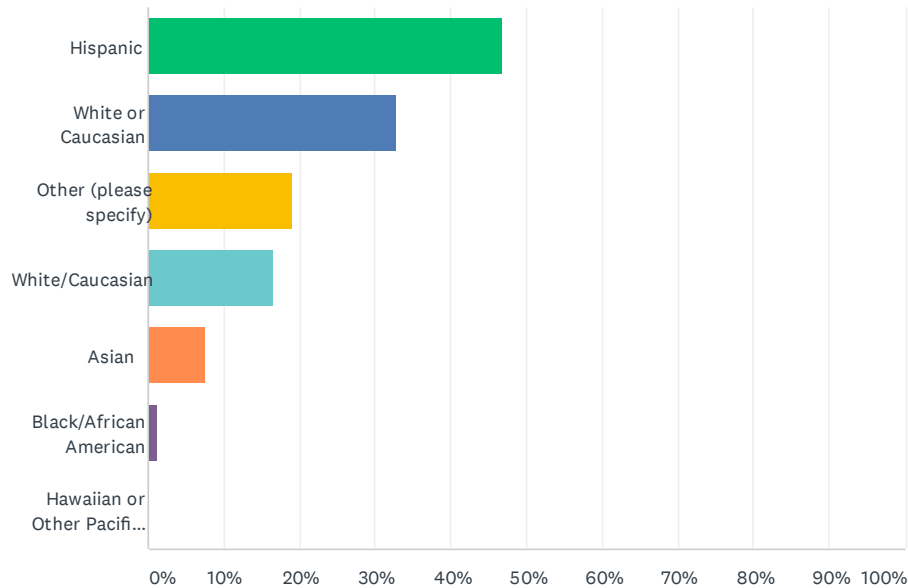


ANSWER CHOICES	RESPONSES	
Female	66.67%	54
Male	28.40%	23
Gender Variant/Non-Conforming/Non-Binary	2.47%	2
Prefer not to answer	2.47%	2
Transgender Female	0.00%	0
Transgender Male	0.00%	0
TOTAL		81

City of St. Helena Youth Survey-Middle School

Q9 Which of the following best describes your race/ethnicity (check all that apply).

Answered: 79 Skipped: 6



ANSWER CHOICES		RESPONSES	
Hispanic		46.84%	37
White or Caucasian		32.91%	26
Other (please specify)		18.99%	15
White/Caucasian		16.46%	13
Asian		7.59%	6
Black/African American		1.27%	1
Hawaiian or Other Pacific Islander		0.00%	0
Total Respondents: 79			

#	OTHER (PLEASE SPECIFY)	DATE
1	Unicorn	8/12/2021 8:32 PM
2	mix of European and native american.	5/27/2021 10:01 AM
3	White, German	5/27/2021 9:45 AM
4	Australian	5/27/2021 9:04 AM
5	Half Indian.	5/26/2021 9:57 PM
6	im Hispanic/American	5/26/2021 7:13 PM

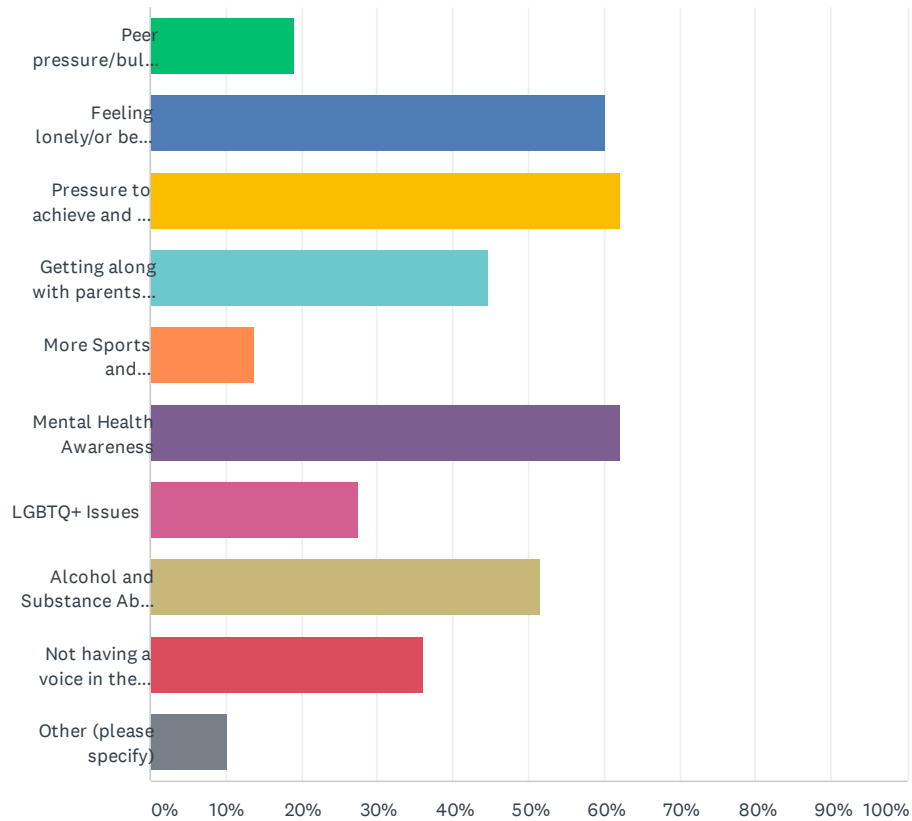
City of St. Helena Youth Survey-Middle School

7	Cuban	5/26/2021 3:12 PM
8	Latino but born in the u.s.	5/26/2021 2:49 PM
9	Colombian	5/26/2021 11:43 AM
10	white	5/26/2021 10:30 AM
11	I know I am German and my grandmother is Hispanic.	5/26/2021 9:27 AM
12	i was born in america so i am an american, but yes my anstors are from eroupe	5/26/2021 9:26 AM
13	Mexican/ American	5/26/2021 9:17 AM
14	White/European	5/26/2021 8:57 AM
15	White/ Italian	5/26/2021 8:40 AM

City of St. Helena Youth Survey-High School

Q1 What do you think are the top issues facing teens (13-18) in St. Helena? (Select all that apply)

Answered: 58 Skipped: 1



City of St. Helena Youth Survey-High School

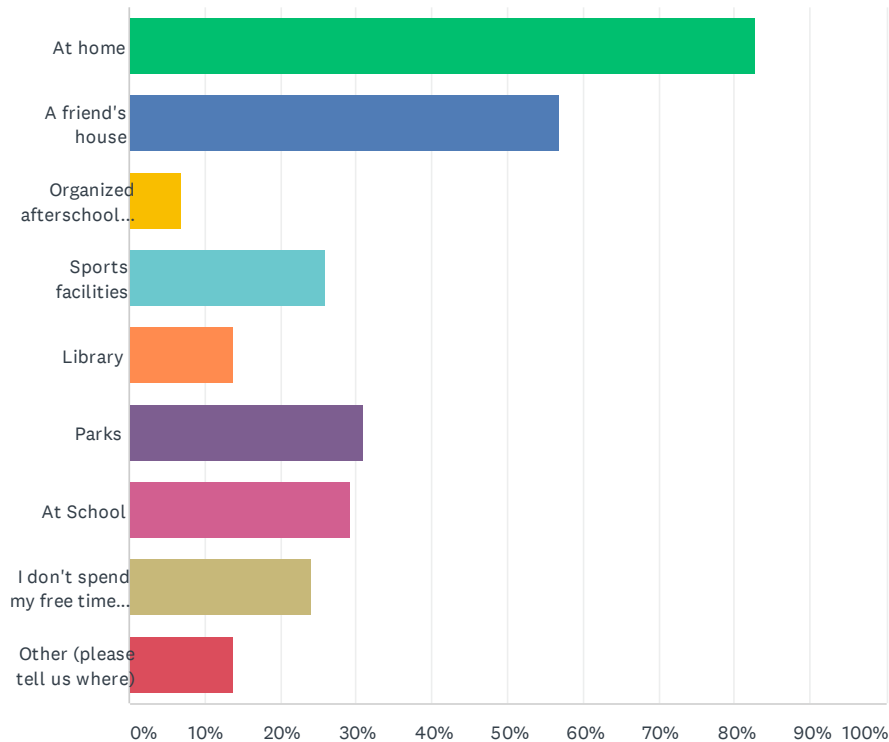
ANSWER CHOICES	RESPONSES	
Peer pressure/bullying	18.97%	11
Feeling lonely/or being alone/fitting in socially	60.34%	35
Pressure to achieve and get good grades	62.07%	36
Getting along with parents or family members	44.83%	26
More Sports and recreational activities	13.79%	8
Mental Health Awareness	62.07%	36
LGBTQ+ Issues	27.59%	16
Alcohol and Substance Abuse Issues	51.72%	30
Not having a voice in the community	36.21%	21
Other (please specify)	10.34%	6
Total Respondents: 58		

#	OTHER (PLEASE SPECIFY)	DATE
1	Not even things to do.	6/1/2021 9:07 AM
2	Making all teens feel welcome and supported no matter their race, financial status, intellectual abilities.	5/26/2021 11:42 AM
3	Economic and educational gaps between overarching communities	5/25/2021 10:47 PM
4	Getting a lot of homework from teachers is really hard	5/25/2021 10:02 PM
5	Mental health awareness FOLLOW THROUGH. More than recognizing the problem, following through with programs and safe spaces to talk about what it's like	5/25/2021 9:47 PM
6	Entitled teachers and officers who do not respect students	5/25/2021 9:38 PM

City of St. Helena Youth Survey-High School

Q2 Where do you spend your free time in St. Helena? (select all that apply)

Answered: 58 Skipped: 1



ANSWER CHOICES		RESPONSES	
At home		82.76%	48
A friend's house		56.90%	33
Organized afterschool program (community organization, religious group)		6.90%	4
Sports facilities		25.86%	15
Library		13.79%	8
Parks		31.03%	18
At School		29.31%	17
I don't spend my free time in St. Helena		24.14%	14
Other (please tell us where)		13.79%	8
Total Respondents: 58			

#	OTHER (PLEASE TELL US WHERE)	DATE
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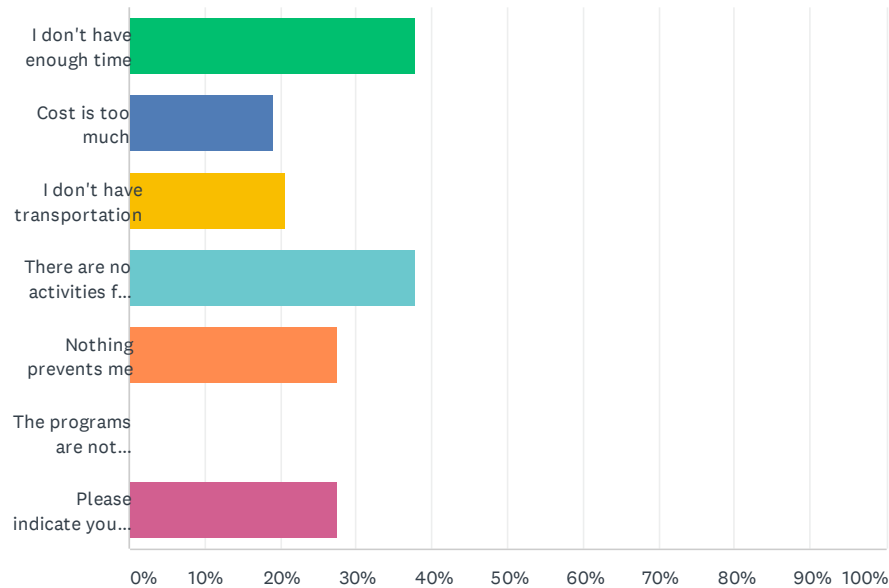
City of St. Helena Youth Survey-High School

1	I usually prefer to go to other places to do things with my friends, finding that Saint Helena is very tourist, and winery oriented with very little thought or fun things for people in the actual community to do (especially families) Cheers for example was something as a little kid I enjoyed with my father roaming around and eating and listening to the live music.	6/6/2021 9:13 PM
2	The gym (Health Spa)	5/26/2021 10:35 PM
3	My work-Gott's Roadside	5/26/2021 5:30 PM
4	Doing something with friends.	5/26/2021 12:06 PM
5	St. Helena is a very unwelcoming and judgmental town.	5/26/2021 11:42 AM
6	I try to play at the beach volleyball court at Crane Park	5/25/2021 10:37 PM
7	In the woods or outdoors	5/25/2021 10:17 PM
8	I live in Calistoga, but go to school in St. Helena so not too much of my time is spent in St. Helena	5/25/2021 10:11 PM

City of St. Helena Youth Survey-High School

Q3 What prevents you from participating in activities/events in St. Helena (select all that apply)

Answered: 58 Skipped: 1



ANSWER CHOICES	RESPONSES	
I don't have enough time	37.93%	22
Cost is too much	18.97%	11
I don't have transportation	20.69%	12
There are no activities for my interests (indicate your other interests in comments)	37.93%	22
Nothing prevents me	27.59%	16
The programs are not provided in the language that I speak (indicate language you would prefer in comments)	0.00%	0
Please indicate your other interests or preferred language	27.59%	16
Total Respondents: 58		

#	PLEASE INDICATE YOUR OTHER INTERESTS OR PREFERRED LANGUAGE	DATE
1	What events? The most exciting thing around here is watching the elderly couples play at the tennis courts at crane park. We should have more events such as the pet parade that happen multiple times a year to engage more people of all ages.	6/6/2021 9:13 PM
2	I would like to see more music performances like the bottle rock. They should bring artist like Bts.	5/28/2021 9:26 AM
3	/	5/27/2021 9:00 AM
4	There are summer practices that I can not make so I would not be able to play during games	5/26/2021 1:10 PM
5	N/A	5/26/2021 12:06 PM

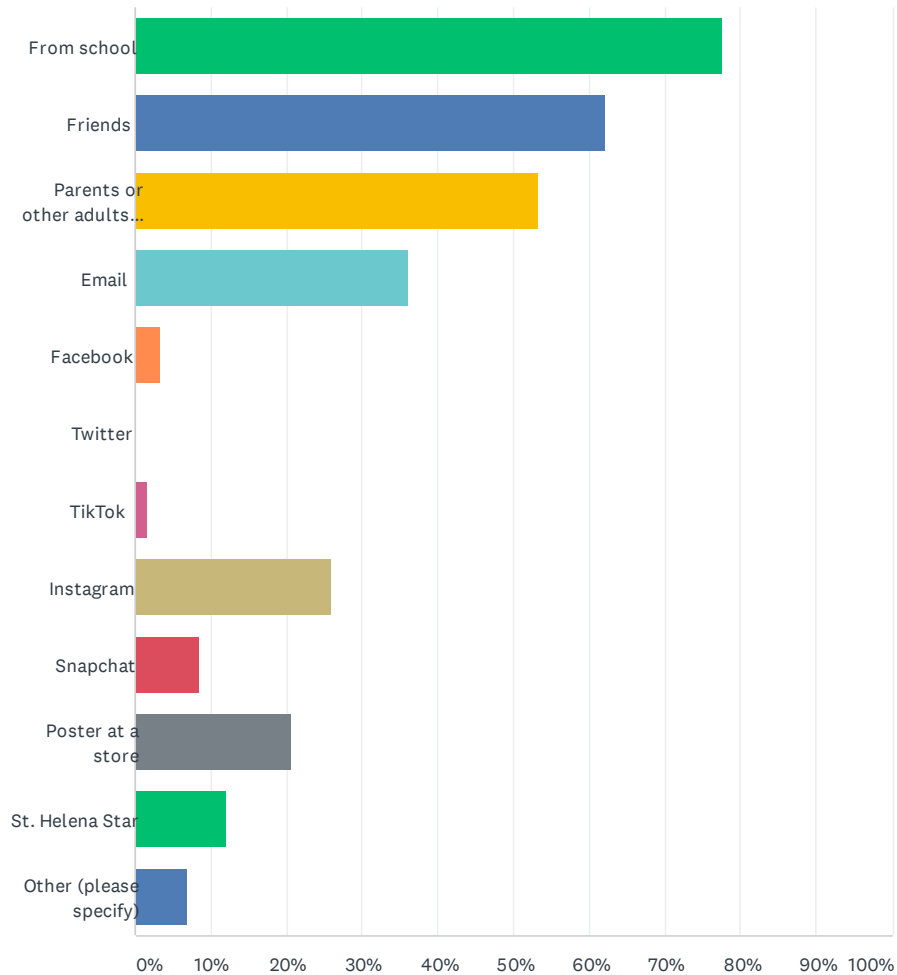
City of St. Helena Youth Survey-High School

6	Activities are only offered to students/people with the financial ability to participate	5/26/2021 11:42 AM
7	Somethings that prevent me from participating in activities/events is that not a lot of people are welcoming nor nice which makes me feel left out.	5/26/2021 9:53 AM
8	Most events in st helena are geared towards middle aged people	5/25/2021 11:13 PM
9	Anything outside parties centered around alcohol	5/25/2021 10:47 PM
10	The beach volleyball court is in horrible condition	5/25/2021 10:37 PM
11	This is an adult tourist trap.	5/25/2021 10:10 PM
12	From what I know, most students simply dislike the thought of participating in activities where the majority of people are older.	5/25/2021 9:47 PM
13	Hardly any flea markets, neighborhood yard sales, or thrift stores or otherwise reduced-price shopping opportunities.	5/25/2021 9:46 PM
14	Movie nights, teen stuff, sporting games	5/25/2021 9:39 PM
15	festivals, carnivals, large sport engagements	5/25/2021 9:39 PM
16	there isn't a lot of options to choose for a picnic, barely any options to eat.	5/25/2021 9:37 PM

City of St. Helena Youth Survey-High School

Q4 Where do you get your information on activities and events happening in St. Helena? Please select as many as you want.

Answered: 58 Skipped: 1



City of St. Helena Youth Survey-High School

ANSWER CHOICES	RESPONSES	
From school	77.59%	45
Friends	62.07%	36
Parents or other adults in my life	53.45%	31
Email	36.21%	21
Facebook	3.45%	2
Twitter	0.00%	0
TikTok	1.72%	1
Instagram	25.86%	15
Snapchat	8.62%	5
Poster at a store	20.69%	12
St. Helena Star	12.07%	7
Other (please specify)	6.90%	4
Total Respondents: 58		

#	OTHER (PLEASE SPECIFY)	DATE
1	.	5/27/2021 9:00 AM
2	It is always hard to find out when a sport is starting and when tryouts are	5/26/2021 1:10 PM
3	I dont	5/25/2021 10:10 PM
4	None	5/25/2021 9:37 PM

City of St. Helena Youth Survey-High School

Q5 What do you wish adults would understand about youth today in St. Helena? Type in your answers.

Answered: 51 Skipped: 8

ANSWER CHOICES	RESPONSES
1.	100.00% 51
2.	96.08% 49
3.	78.43% 40

#	1.	DATE
1	That a lot of parents children aren't innocent sweethearts. We have a drug epidemic happening, three kids at SHHS have overdosed, one resulting in a death, what will it take for parents to wake up and realize that we have a major problem. I am a junior at SHHS and kids didn't used to vape in middleschool, now anti vaping posters are all over that school. I think the city should host a town meeting inviting parents, and especially kids 12 and up to talk about these issues.	6/6/2021 9:13 PM
2	There is not a lot of fun things to do in st helena.	6/1/2021 9:07 AM
3	that teenagers struggle in life and its normal.	5/28/2021 11:00 AM
4	We would like better parks	5/28/2021 9:26 AM
5	We are not robots that can complete massive amounts of homework	5/27/2021 6:20 PM
6	I'm anxious	5/27/2021 9:40 AM
7	we struggle with anxiety.	5/27/2021 9:12 AM
8	They need to understand our mental health and cut us some slack	5/27/2021 9:00 AM
9	We don't have anything to do in town after school and evenings and weekends.	5/26/2021 10:35 PM
10	Mental health struggles.	5/26/2021 5:30 PM
11	It is hard to achieve certain goals	5/26/2021 3:54 PM
12	Teens dont always mean something to be bad even if it sounds so.	5/26/2021 1:43 PM
13	Everyone is always on their phones and its hard to be social	5/26/2021 1:10 PM
14	I wish that adults would understand that high school is difficult, especially in these times of the pandemic.	5/26/2021 12:06 PM
15	we struggle with anxiety.	5/26/2021 11:52 AM
16	We value the arts programs	5/26/2021 11:43 AM
17	We have more responsibilities than just school, especially now with a pandemic.	5/26/2021 11:42 AM
18	Mental health issues exist	5/26/2021 11:19 AM
19	social media	5/26/2021 10:01 AM
20	When kids go out with their friends they are not out doing drugs, or having sex kids just want to have fun.	5/26/2021 9:53 AM
21	I wish they would just understand how difficult school is right now.	5/26/2021 9:40 AM
22	Not everything is what it seems people are always doing things behind others	5/26/2021 9:38 AM
23	We are not perfect	5/26/2021 9:25 AM

City of St. Helena Youth Survey-High School

24	We're not all just kids anymore	5/26/2021 9:07 AM
25	Nobody likes being forced to compete to get into a good college.	5/26/2021 8:59 AM
26	that we are in a different time than them	5/26/2021 8:41 AM
27	That pushing us to get super good grades and telling us if we dont that we will fail just makes us feel worse.	5/26/2021 8:41 AM
28	We are not always "up to something"	5/26/2021 8:12 AM
29	Stress is a thing, we need breaks	5/26/2021 7:05 AM
30	We want to be more involved in things (planning, politics, etc.)	5/26/2021 7:05 AM
31	Our education system is so different now versus when my parents went to school yet they still have unrealistic expectations for my schooling	5/26/2021 6:00 AM
32	Life isn't the same as it was 30 years ago	5/25/2021 11:13 PM
33	The culturally conservative side of St Helena, seeking to preserve the largely deceased rural aspect of St. Helena, has historically prevented and will continue to prevent any meaningful large scale connection between adults and youth.	5/25/2021 10:47 PM
34	That all kids are perfect and smart	5/25/2021 10:40 PM
35	We are more exposed to the world than you think	5/25/2021 10:37 PM
36	There is too much pressure to succeed and it causes people to burn out	5/25/2021 10:17 PM
37	This is more general for all teens, but we have more going on in our lives (academics, sports, extracurriculars, preparing for college, social life, mental health, figuring out our sexuality, so many things) than we have the time to do. I'm not trying to be whiny or make it a competition between generations, just that there is more going on in our heads than TikTok and vaping.	5/25/2021 10:11 PM
38	Therapy is not something to be ashamed about	5/25/2021 10:10 PM
39	We aren't perfect	5/25/2021 10:02 PM
40	That their is alot of homework	5/25/2021 10:02 PM
41	We have a really hard time making friends and trusted them.	5/25/2021 9:53 PM
42	Just because we don't follow the rules you want us to, doesn't make us "delinquents" or "troublemakers"	5/25/2021 9:47 PM
43	They want cheaper items (like clothes, food, books, etc).	5/25/2021 9:46 PM
44	I think I wish adults would understand that we are only humans and we make mistakes. Sometimes we are facing bullying, per pressure from all sorts of things not just drugs. There is such a high standard in how you have to be in order to be successful or looked at. I just think adults need to be kind and acknowledge that school is not the only thing occurring in our daily lives. We have families and a bunch of things going on in our minds.	5/25/2021 9:45 PM
45	Life is hard	5/25/2021 9:40 PM
46	We want to be social	5/25/2021 9:39 PM
47	We aren't all bratty teens	5/25/2021 9:39 PM
48	We face way more pressure than they did to achieve and we have way more competition.	5/25/2021 9:38 PM
49	That school can be stressful	5/25/2021 9:37 PM
50	focus on teens instead of all focus to tourists and economy	5/25/2021 9:37 PM
51	That we work just as hard as our parents	5/25/2021 9:37 PM
#	2.	DATE
1	I wish parents would be better parents. Take sacrifices to raise their children instead of going to their countryclubs and party because I first hand have experienced my mom and many of	6/6/2021 9:13 PM

City of St. Helena Youth Survey-High School

her friends (who were parents to my friends) prioritize wine parties and meadowood instead of their children, which worsens and prolongs the problems we have with youth in this town.

2	Sports are the only fun thing to do sometimes.	6/1/2021 9:07 AM
3	that teenagers evolve and do not stay the exact same person throughout their life.	5/28/2021 11:00 AM
4	More interactive things to do in town.	5/28/2021 9:26 AM
5	The substance abuse by adults in town influences future generations substance abuse	5/27/2021 6:20 PM
6	I lost social skill	5/27/2021 9:40 AM
7	no time to do homework.	5/27/2021 9:12 AM
8	Not everything should involve school and how your doing in school	5/27/2021 9:00 AM
9	We don't need to go to Ivy League schools to be successful and community college is a very reasonable option.	5/26/2021 10:35 PM
10	How it is easy said than done to just "put down the phone" or "ignore what others think".	5/26/2021 5:30 PM
11	Sometimes we like to be alone	5/26/2021 3:54 PM
12	Teens are socially pressured to do stupid things by there peers	5/26/2021 1:43 PM
13	Students are always high	5/26/2021 1:10 PM
14	I wish that adults would understand the everyone is different.	5/26/2021 12:06 PM
15	no time to do homework.	5/26/2021 11:52 AM
16	Grades and extracurricular activities do not define us has a person or what we will achieve as people.	5/26/2021 11:42 AM
17	People have diffrent of escaping problems	5/26/2021 11:19 AM
18	going out	5/26/2021 10:01 AM
19	School is difficult even though it doesn't seem like it	5/26/2021 9:53 AM
20	We do stress over many things including school, ourselves and other people	5/26/2021 9:38 AM
21	Mistakes aren't bad	5/26/2021 9:25 AM
22	We have a say and have a voice whether they like it or not	5/26/2021 9:07 AM
23	Pushing kids to overachieve is a bigger issue than you think.	5/26/2021 8:59 AM
24	phones are't bad	5/26/2021 8:41 AM
25	Taking our phones away doesn't solve problems	5/26/2021 8:41 AM
26	We care about our community as much if not more than you do	5/26/2021 8:12 AM
27	Videogames are not bad, we just want fun	5/26/2021 7:05 AM
28	Most of us can't drive and have parents that work, so we can't get to events.	5/26/2021 7:05 AM
29	We're smarter then you think. We might be teens but we've been through a lot	5/26/2021 6:00 AM
30	Its really boring in st helena for anyone under 21	5/25/2021 11:13 PM
31	A significant minority of youth being targeted with this survey do not live in St. Helena, so rather than passive attraction of the past, eg. The harvest festival and the skate park, which would function perfectly within any normal town, similar to the attraction of tourists, an active methodology must be employed.	5/25/2021 10:47 PM
32	Lots of kids are smoking	5/25/2021 10:40 PM
33	Therefore, we want more exciting things to do	5/25/2021 10:37 PM
34	When we have school breaks we need real breaks, no school or sports	5/25/2021 10:17 PM
35	Not everybody wants to go to a really prestigious or highly competitive college, and that's ok.	5/25/2021 10:11 PM

City of St. Helena Youth Survey-High School

36	Mental health is more important than memorizing information	5/25/2021 10:10 PM
37	Things change, we change	5/25/2021 10:02 PM
38	We have to manage our time	5/25/2021 10:02 PM
39	We do not want to fit in your image.	5/25/2021 9:53 PM
40	We live in a town where everything is perfectly manicured and is made for tourists, we have very few spots where we can exist naturally, without having to fit the "picture perfect town" mold.	5/25/2021 9:47 PM
41	They want more breaks during school to ease their minds from work and talk to friends (they can't do it as much in class).	5/25/2021 9:46 PM
42	Another thing that I wish they can be more understandable because sometimes we have personal issues and don't get a second chance.	5/25/2021 9:45 PM
43	There is more pressure from peers than ever	5/25/2021 9:40 PM
44	Life is hard with Covid	5/25/2021 9:39 PM
45	We are in a bubble town and we should be able to go out on our own	5/25/2021 9:39 PM
46	Many of us have demanding home lives or jobs. Teachers shouldn't threaten kids with bad grades because they don't always have time for all the redundant homework.	5/25/2021 9:38 PM
47	I wish there were teachers that actually try to get to know us	5/25/2021 9:37 PM
48	add more community events like cheers saint helena	5/25/2021 9:37 PM
49	That we are aloud to ask for help	5/25/2021 9:37 PM
#	3.	DATE
1	Kids are bored, thats why they often turn to drugs, involve your children in more sports and get them working.	6/6/2021 9:13 PM
2	I like my phone	5/27/2021 9:40 AM
3	space.	5/27/2021 9:12 AM
4	Issues like body insecurity, relationship problems, struggles with parents, depression and other normal teenage struggles are very present in community.	5/26/2021 10:35 PM
5	The importance to learn about other cultures (considering the fact that this town is a bubble with very little diversity or little effort put into creating opportunities for us the educate ourselves about cultures/racial injustice.	5/26/2021 5:30 PM
6	We have ideas to share and things to say	5/26/2021 3:54 PM
7	Teens are growing and as with old age comes great wisdom, with young age comes can much foolishness	5/26/2021 1:43 PM
8	I wish that adults would understand that teens already have some stress in their lives and don't need any more of it.	5/26/2021 12:06 PM
9	space.	5/26/2021 11:52 AM
10	Relationships are diffrent	5/26/2021 11:19 AM
11	activities	5/26/2021 10:01 AM
12	I wish adults would check up on their kids more, and I mean really check up on them. I know some kids who are cutting themselves and their parents have no idea, they think that they are happy just because they say/show it. I know some kids who have suicidal thoughts for many reasons for example, school and grades.	5/26/2021 9:53 AM
13	Don't create a strict environment	5/26/2021 9:38 AM
14	We shouldn't be treated like we are all the same but instead as individuals who get to separately earn trust and privileges.	5/26/2021 9:25 AM

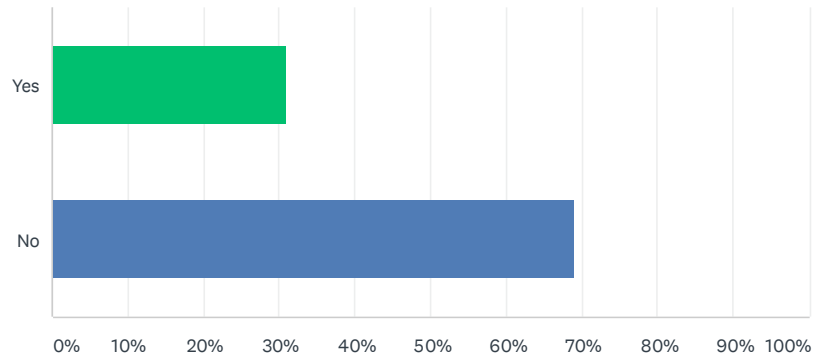
City of St. Helena Youth Survey-High School

15	Not all of us make bad decisions because we're just teenagers	5/26/2021 9:07 AM
16	Emphasizing good grades and doing extracurriculars just to get into college sucks the fun out of life.	5/26/2021 8:59 AM
17	you don't need all a's	5/26/2021 8:41 AM
18	Not accepting us for who we want to be hurts	5/26/2021 8:41 AM
19	We are not becoming lazy, we are adapting to society	5/26/2021 8:12 AM
20	Dunno	5/26/2021 7:05 AM
21	We all are different/ please don't stereotype us.	5/26/2021 7:05 AM
22	Mental health is VERY important to us and we wish our parents would respect that	5/26/2021 6:00 AM
23	Most of us aren't too young to have opinions	5/25/2021 11:13 PM
24	Lots of kids are still on streets when its like 12 or 1 am	5/25/2021 10:40 PM
25	Please be more excepting of the ways we choose to express ourselves.	5/25/2021 10:37 PM
26	We're all just trying our best.	5/25/2021 10:17 PM
27	It's just a little boring here. It's really beautiful and we're really lucky to live where we do, but in terms of fun, teen-friendly activities to do there's not much. I don't know what the solution is since we're such a small town but it is understandable why few people who grow up here return.	5/25/2021 10:11 PM
28	Pronouns are extremely important. Don't assume.	5/25/2021 10:10 PM
29	We are trying our hardest	5/25/2021 10:02 PM
30	We worry alot about finals, which is sooo stressing	5/25/2021 10:02 PM
31	We are worried about talking to you about issues we have with you.	5/25/2021 9:53 PM
32	Unrealistic scholarly expectations, just because of the quality of our schools, puts immense pressure and stress on us that ultimately drives us further away from what you would like us to achieve. Just because our town is perfect, does not mean we have to be.	5/25/2021 9:47 PM
33	They want to have a say in appropriate town decisions that involve voting, especially for those that regard school-related matters.	5/25/2021 9:46 PM
34	Lastly I would say that we are still kids and are learning to fail to succeed in the future and just need emotional support.	5/25/2021 9:45 PM
35	We want to be teenagers ans have fun	5/25/2021 9:39 PM
36	We want more to do in this tiny town	5/25/2021 9:39 PM
37	Teachers need to stop accusing students of not trying when they have no idea what's going on in their personal lives or even other classes.	5/25/2021 9:38 PM
38	Understand that homework is a lot for us so if we have missing assignments please help us to be motivated or else we will keep doing the same routine.	5/25/2021 9:37 PM
39	more festivals	5/25/2021 9:37 PM
40	That we need to fail in order to learn and succeed	5/25/2021 9:37 PM

City of St. Helena Youth Survey-High School

Q6 Would you be interested in participating as a youth representative on a City Board/Commission?

Answered: 58 Skipped: 1

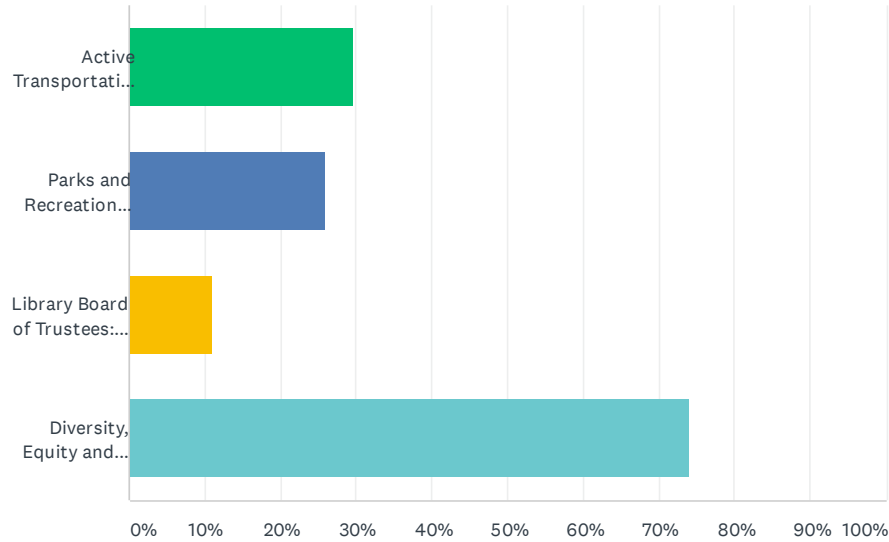


ANSWER CHOICES	RESPONSES	
Yes	31.03%	18
No	68.97%	40
TOTAL		58

City of St. Helena Youth Survey-High School

Q7 If Yes, select which committee you would be interested in participating with?

Answered: 27 Skipped: 32

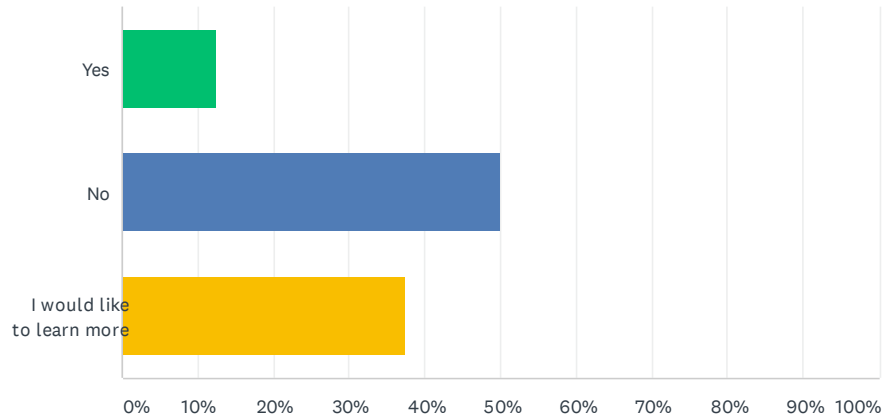


ANSWER CHOICES	RESPONSES	
Active Transportation/Sustainability Committee: This committee provides input on bike and walking routes/related issues, reviews and shares information on climate change initiatives in the City and in Napa Valley.	29.63%	8
Parks and Recreation Committee: This committee reviews issues relating to public recreation and park development/management. They advise the City Council on development of recreation areas, facilities and programs.	25.93%	7
Library Board of Trustees: This committee focuses on ensuring the library follows its mission statement and receives updates on Library programming and operations.	11.11%	3
Diversity, Equity and Inclusion Committee: This new committee would focus on advancing and providing feedback related to social justice in St. Helena.	74.07%	20
Total Respondents: 27		

City of St. Helena Youth Survey-High School

Q8 Would you be interested in sharing your ideas and issues about youth in St. Helena as a youth liaison to the City Council at select City Council meetings?

Answered: 56 Skipped: 3

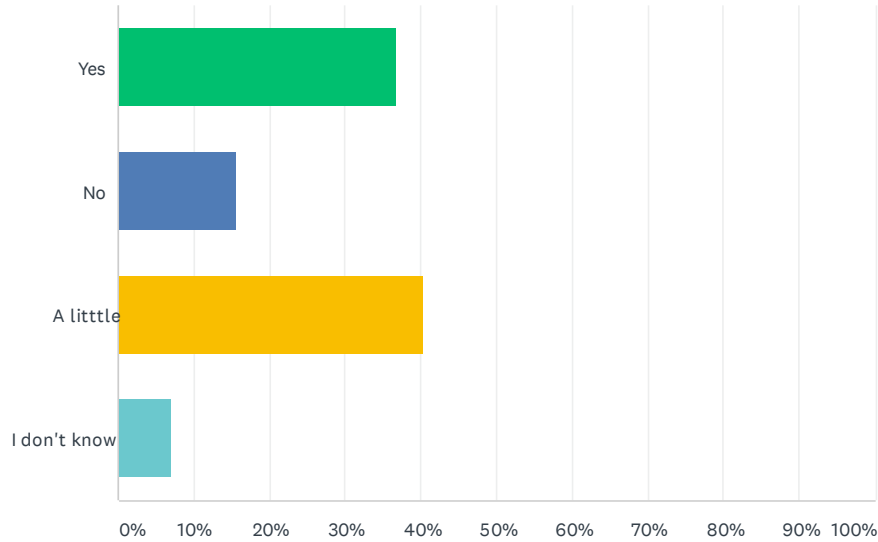


ANSWER CHOICES	RESPONSES	
Yes	12.50%	7
No	50.00%	28
I would like to learn more	37.50%	21
TOTAL		56

City of St. Helena Youth Survey-High School

Q9 Do you think that discrimination (race, gender identity etc...) is an issue in St. Helena for youth?

Answered: 57 Skipped: 2

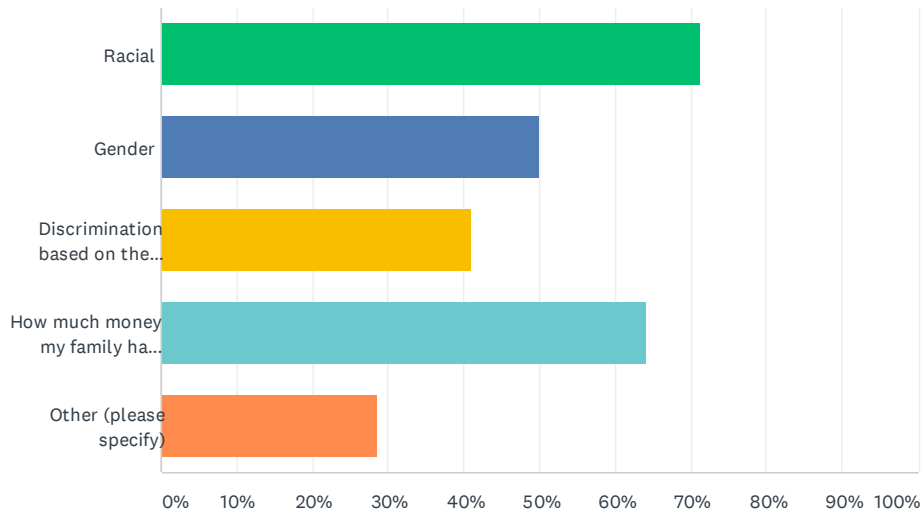


ANSWER CHOICES	RESPONSES	
Yes	36.84%	21
No	15.79%	9
A little	40.35%	23
I don't know	7.02%	4
TOTAL		57

City of St. Helena Youth Survey-High School

Q10 What type of discrimination have you seen or experienced?

Answered: 56 Skipped: 3



ANSWER CHOICES	RESPONSES
Racial	71.43% 40
Gender	50.00% 28
Discrimination based on the language someone speaks	41.07% 23
How much money my family has or doesn't have	64.29% 36
Other (please specify)	28.57% 16
Total Respondents: 56	

#	OTHER (PLEASE SPECIFY)	DATE
1	I have been bullied many times for my speech problems, and also called 'cracker' and other racial slurs, and excluded on friend groups based on my perceived 'white' race despite being half Hispanic. Both white and Latino communities are very cliquish in their own race.	6/6/2021 9:13 PM
2	People assume because we are white that we are all privileged and soiled	6/1/2021 9:07 AM
3	lgbtq bullying.	5/28/2021 11:00 AM
4	Most of extracurriculars and honors classes are full of only white people when people of other races are just as qualified but they don't feel accepted in those environments	5/27/2021 6:20 PM
5	LGBTQ	5/27/2021 9:12 AM
6	.	5/27/2021 9:00 AM
7	There are hints of discrimination just by the diversity of our student population which is almost solely white and Latino and even those two groups typically hang out separately.	5/26/2021 10:35 PM
8	St. Helena discriminates against everything and everyone. Not just students but teachers, staff, and parents especially!	5/26/2021 11:42 AM
9	mild homophobia/transphobia and discrimination based on mental health	5/26/2021 7:05 AM

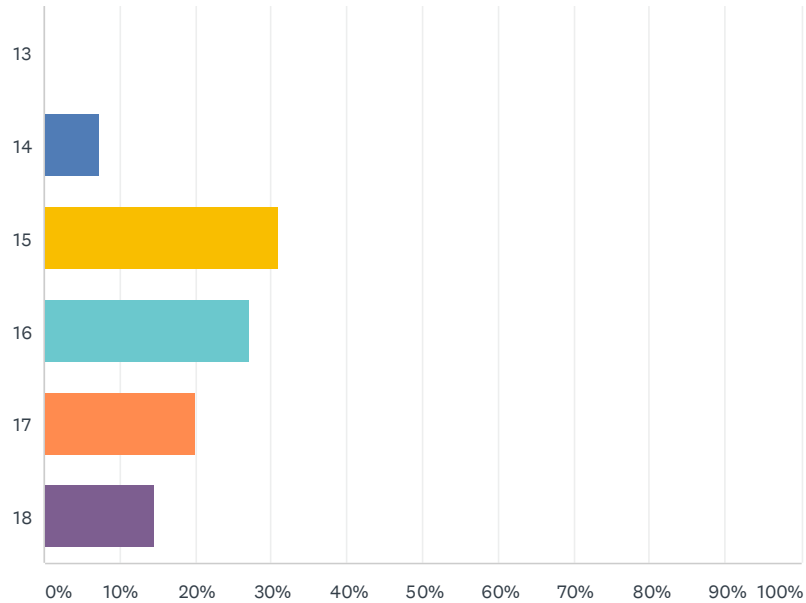
City of St. Helena Youth Survey-High School

10	LGBTQ discrimination	5/25/2021 10:37 PM
11	Homophobia	5/25/2021 10:11 PM
12	Sexuality	5/25/2021 10:10 PM
13	Weight	5/25/2021 10:08 PM
14	None	5/25/2021 10:02 PM
15	Sexual orientation or other orientations having to do with the LGBTQ+ community	5/25/2021 9:47 PM
16	sexual orientation	5/25/2021 9:39 PM

City of St. Helena Youth Survey-High School

Q11 What is your age?

Answered: 55 Skipped: 4

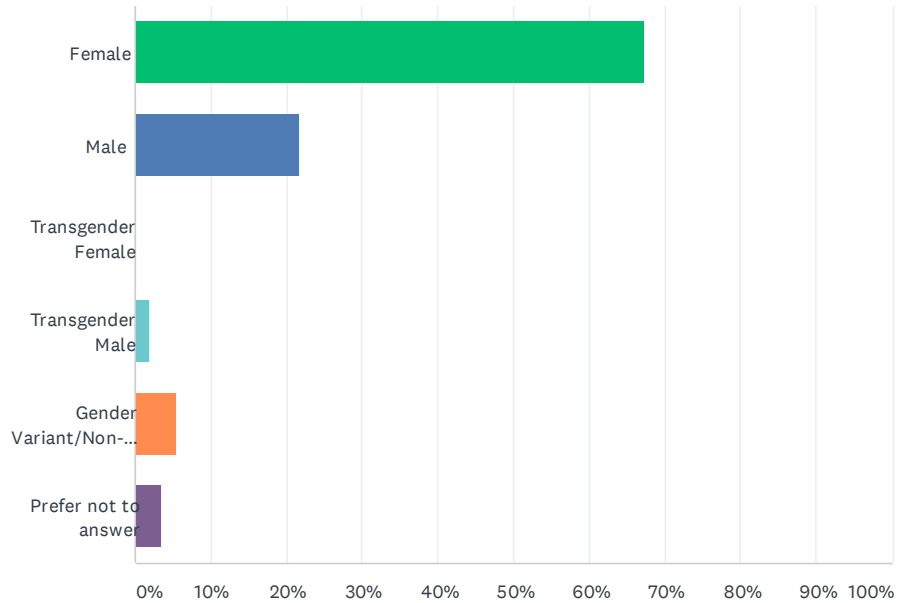


ANSWER CHOICES	RESPONSES	
13	0.00%	0
14	7.27%	4
15	30.91%	17
16	27.27%	15
17	20.00%	11
18	14.55%	8
TOTAL		55

City of St. Helena Youth Survey-High School

Q12 What is your gender?

Answered: 55 Skipped: 4

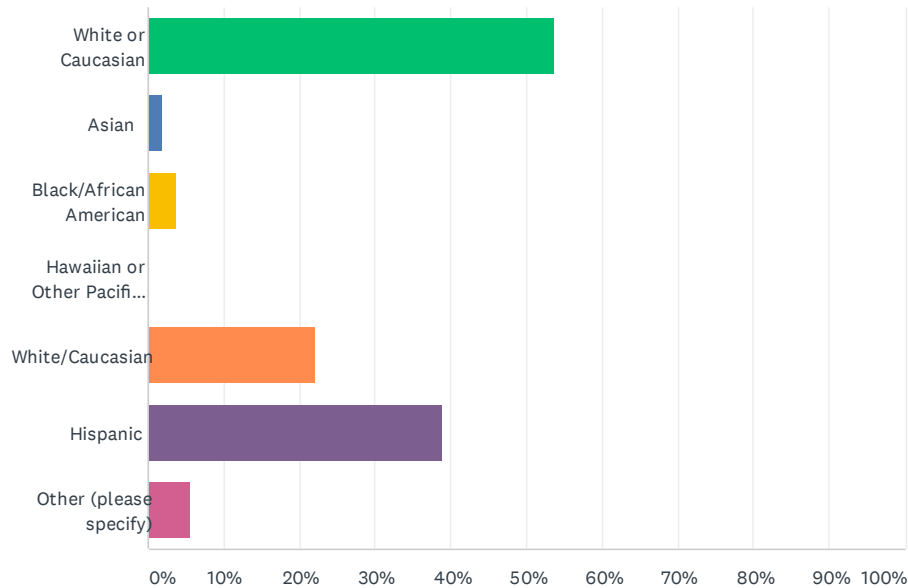


ANSWER CHOICES	RESPONSES	
Female	67.27%	37
Male	21.82%	12
Transgender Female	0.00%	0
Transgender Male	1.82%	1
Gender Variant/Non-Conforming/Non-Binary	5.45%	3
Prefer not to answer	3.64%	2
TOTAL		55

City of St. Helena Youth Survey-High School

Q13 Which of the following best describes your race/ethnicity (check all that apply).

Answered: 54 Skipped: 5



ANSWER CHOICES		RESPONSES	
White or Caucasian		53.70%	29
Asian		1.85%	1
Black/African American		3.70%	2
Hawaiian or Other Pacific Islander		0.00%	0
White/Caucasian		22.22%	12
Hispanic		38.89%	21
Other (please specify)		5.56%	3
Total Respondents: 54			

#	OTHER (PLEASE SPECIFY)	DATE
1	Why does race have a role play in any of this. This is a community problem, so we should fix it as a community, not try to section off people based on race to fix individual concerns.	6/6/2021 9:14 PM
2	native american	5/27/2021 9:13 AM
3	Portuqueuse	5/26/2021 1:44 PM

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, August 9, 2022 @ 6:00 PM
Vintage Hall Board Room - Second Floor, 465 Main
Street, St. Helena
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

Absent: Mayor Geoff Ellsworth

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF THE AGENDA

3.1

Council Member Eric Hall moved to adopt the agenda. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: Mayor Geoff Ellsworth

ABSTAIN: None

RECUSE: None

4. ROLL CALL

5. PUBLIC FORUM:

Mike Quaglia addressed the City Council.

6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

Reports were made by staff and City Council.

Regular City Council
August 9, 2022

City Attorney Ethan Walsh noted that there was no reportable action taken at the August 9, 2022 closed session meeting.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 7.1 Proclamation Recognizing Julie Spencer's Many Contributions to Rianda House and the Community of St. Helena
- 7.2 Oaths of office for:
 - Nathan Bowyer, Firefighter
 - Daniel Martinez, Firefighter
 - Bryan Sahagun, Firefighter

8. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

- 8.1 Consideration and proposed approval of Regular Meeting Minutes of July 26, 2022
Prepared By: Cindy Tzaopoulos, City Clerk
- 8.2 Consideration and Proposed Approval of a Resolution Declaring Intention to Reimburse Expenditures Relating to Infrastructure Projects from the Proceeds of Tax-Exempt Obligations.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Adopt the attached resolution.
- 8.3 Designation of voting delegates at the League of California Cities Annual Conference business meeting

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzaopoulos, City Clerk
Recommendation:
Staff recommends for the City Council to designate Council Member Eric Hall as the voting delegate and Council Member Anna Chouteau as the alternate voting delegate.
- 8.4 Consideration and proposed adoption of a Resolution Authorizing (1) the City Manager to execute Amendment No. 3 to STH Contract: FY2021-077 in the amount of \$270,750, to the Professional Service Agreement with Operational Technical Services for temporary Wastewater Treatment Operators for a total amount not-to-exceed \$730,000; (2) a Wastewater Fund budget increase of \$248,850 to 571-5029-2020; and (3) use of Wastewater Operations Fund

Regular City Council
August 9, 2022

balance of \$248,850; (4) the City Manager to execute Amendment No. 4 to STH Contract: FY2021-048 in the amount of \$807,250 to the Professional Service Agreement with Operational Technical Services for temporary Water Treatment Operators for a total amount not-to-exceed \$2,153,355; (5) a Water Fund budget increase of \$765,189 to 561-5034-2020; and (6) use of Water Operations Fund balance of \$765,189.

CEQA Determination: Not a CEQA project
Prepared By: Mark Rincon-Ibarra, Public Works Director and City Engineer
Recommendation:
Staff recommends adoption of the attached Resolution.

Council Member Lester Hardy moved to approve Consent as presented. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None
ABSENT: Mayor Geoff Ellsworth
ABSTAIN: None
RECUSE: None

9. OLD BUSINESS

9.1 Introduction and Proposed Approval for the First Reading of a Safe Firearm Storage Ordinance

CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Introduce and conduct the first reading of the proposed Safe Firearm Storage Ordinance, by title only and waive further reading.

Police Chief Chris Hartley reported on this item.

No public comment was received.

Council Member Anna Chouteau moved to introduce and approve the first reading of the proposed Safe Firearm Storage Ordinance, by title only and waive further reading. The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall
NOES: None

Regular City Council
August 9, 2022

ABSENT: Mayor Geoff Ellsworth

ABSTAIN: None

RECUSE: None

9.2 Consideration and Proposed Approval of a Resolution Amending the Appointment Process for City Commissions, Boards and Committees

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

That the Council consider the enclosed resolution, and if desired, adopt the attached resolution with the preferred option.

City Attorney Ethan Walsh reported on this item.

No public comment was received.

Council Member Lester Hardy moved to adopt a resolution with option 1 which reads:

OPTION 1:

Council reviews applicants for appointments to Commissions, Committees and Boards based on interviews and qualifications. ~~Council shall rank all applicants from highest to lowest and appoint by ballot process.~~ At a council meeting following completion of the interviews, the Council shall discuss the applicants and open positions, including the Council members' preferences for applicants. Following these deliberations, the Mayor shall nominate applicants and appointments are subject to approval by the majority of Council.]

The motion was seconded by Council Member Eric Hall and on roll call carried by the following vote:

AYES: Vice Mayor Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Eric Hall

NOES: None

ABSENT: Mayor Geoff Ellsworth

ABSTAIN: None

RECUSE: None

10. ADJOURNMENT

Mayor Ellsworth adjourned the meeting at 7:10 p.m.

The regular City Council meeting minutes of August 9, 2022 were approved at the regular City Council meeting of September 13, 2022.

Regular City Council
August 9, 2022

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafoopoulos, City Clerk



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of a Resolution (1) Approving the Memorandum of Understanding Between the City of St. Helena and the St. Helena Employees Association (SHEA) for a Three-year Contract Commencing on July 1, 2022 and Expiring on June 30, 2025 and (2) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the St. Helena Employees Association Member Classifications.

CEQA Not a CEQA project
Determination:

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The St. Helena Employees Association (SHEA) Memorandum of Understanding (MOU) contract expired on June 30, 2022. The parties began meeting in July 2022 and on August 31, 2022 reached a tentative agreement which was ratified by SHEA on August 31st.

DISCUSSION

Staff is pleased to present a ratified MOU between the City of St. Helena and SHEA for City Council approval.

Ratification of this MOU directly supports City Council Goal 3 - Enhance Organizational Performance, Communications, and Commit to Full Public Participation and Regional Collaboration. The SHEA bargaining unit is comprised of 30 classifications which represent 34 budgeted positions.

The attached agreement reflects the agreed-upon changes with the following key components:

- Term - The contract is for a three-year term, effective July 1, 2022 through June 30, 2025. The City and SHEA may agree upon one reopener for each party during the terms of the agreement.
- Annual Cost of Living Adjustments (COLA) - COLA's will be made on July 1st of each year of the agreement as follows:
 - 7/1/22 - 5%
 - 7/1/23 & 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum increase of 3% and a maximum increase of 5%
- Equity Adjustments - The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Equity adjustments will take place every six months until each classification is within the range and will be as follows:
 - 7/1/22 - 4.5% equity adjustment
 - 1/1/23 - 2% equity adjustment
 - 7/1/23 - 2% equity adjustment
 - 1/1/24 - 2% equity adjustment
 - 7/1/24 - 2% equity adjustment
 - 1/1/25 - 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

- Standby Pay - On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a City vehicle home when scheduled for this assignment and the compensation for the standby period shall be \$525.00 for said week. If a holiday falls on the Friday at the end of the standby period the employee shall receive an additional \$100.00 for the extension of the standby assignment. The same would apply if the holiday fall on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

Additionally, during the course of negotiations, both SHEA and the City are in agreement in emphasizing the desire for transparent and collaborative labor relations between the two parties and both parties wish to express their mutual intention and expectation for regular, constructive dialogue and discussion regarding labor and employment matters. To this point, language confirming the meet and confer process pursuant to the Meyers-

Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. has been added to Article 1 - Preamble and Article 17 - Term & Completion of Negotiations and Side Letter #1 dated August 22, 2022 has been submitted to SHEA (Attachment 3).

The agreed upon updates to the SHEA MOU are provided as Attachment 1 (redlined version) and Attachment 2 (clean version). Please note Attachment 1 (redlined version) contains non-substantive "clean-up" edits and content previously approved by SHEA and ratified by City Council in July 2020, as noted below:

- Article 7 - Section M

FISCAL IMPACT

The estimated costs of agreement are as follows:

- FY 2022-23 - \$232,415
- FY 2023-24 - \$202,201
- FY 2024-25 - \$212,311

Actual costs in FY 2023-24 and FY 2024-25 indicate the estimated increase over the previous fiscal year and are dependent on market median salary surveys as well as the annual CPI-U for the San Francisco/Oakland/Hayward area.

Costs for FY 2022-23 are included in the adopted budget.

RECOMMENDED ACTION

Staff recommends approval of the attached resolution.

ATTACHMENTS

[Attachment 1 - SHEA MOU 2022.09.13 Full Document Clean Version](#)

[Attachment 2 - SHEA MOU 2022.09.13 Full Document Redline Version](#)

[Attachment 3 - SHEA Side Letter #1](#)

[Attachment 4 - SHEA Salary Schedule Effective 07.01.2022](#)

[Attachment 5 - Resolution SHEA MOU](#)

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. HELENA EMPLOYEES ASSOCIATION
AND
CITY OF ST. HELENA
FOR THE PERIOD
JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as “City,” and the St. Helena Employees Association, hereinafter referred to as “Association,” pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena’s Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2 RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting Technician I, II
- Administrative Assistant
- Administrative Records Assistant
- Assistant Engineer
- Assistant Planner
- Associate Engineer
- Associate Planner
- Buildings & Streets Superintendent
- Chief Plant Operator - Water & Wastewater
- Environmental Services Technician I, II
- Executive Assistant
- Fire Inspector
- Human Resources Technician
- Junior Engineer
- Lead Maintenance Worker
- Lead Maintenance Worker – Underground Utilities
- Librarian I, II
- Library Associate I, II
- Maintenance Worker I, II
- Maintenance Worker I, II – Underground Utilities
- Office Assistant
- Parks & Trees Superintendent
- Permit Technician I, II, III
- Plant Operator I, II, III - Water & Wastewater
- Plant Operator in Training - Water & Wastewater
- Recreation Supervisor
- Senior Accounting Technician
- Senior Librarian
- Senior Library Associate
- Underground Utilities Superintendent

ARTICLE 3 ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.
7. In compliance with AB 119, the City will notify the SHEA Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.
8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change

work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4 DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works,

the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Administrative Services Director and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day. One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5 HOURS OF WORK & SCHEDULES

A. BUSINESS HOURS.

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Streets, Parks, Water, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. HOURS OF WORK.

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. FLEX SCHEDULE.

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise “take a break” from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. **SHEA ATTENDANCE AT BUDGET MEETINGS.**

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6 PERSONNEL MATTERS

A. PROBATIONARY PERIOD.

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. EMPLOYEE EVALUATIONS.

Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7 PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

1. 7/1/22 – COLA increase of 5% for all SHEA members
2. 7/1/23 – San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%
3. 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%

B. EQUITY ADJUSTMENT

The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Attachment A provides a summary of the percent increase in salary to arrive at market median (95%) for each SHEA position as of May 2022.

Equity adjustments will take place every 6 months until each classification is within the range and will be as follows:

- 7/1/22 – Equity adjustment of 4.5%
- 1/1/23 – 2% equity adjustment
- 7/1/23 – 2% equity adjustment
- 1/1/24 – 2% equity adjustment
- 7/1/24 – 2% equity adjustment
- 1/1/25 – 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

C. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step “A” of the range. Subject to approval of the City Manager for reasons of an applicant’s outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

D. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
- Six (6) months at Step B to become eligible for Step C
- Six (6) months at Step C to become eligible for Step D
- Twelve (12) months at Step D to become eligible for Step E

2. Qualifications for Step Increase.

- a. Employees may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.
- b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

E. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the San Francisco/Oakland/Hayward CPI-U (April/April).

F. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

G. OVERTIME.

1. General Policy.

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, Administrative Services Director, Assistant City Manager, or, City Manager as soon as possible to seek approval of the overtime

work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

H. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

I. STANDBY PAY.

On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a city vehicle home when scheduled for this assignment and the compensation for the standby period shall be \$525.00 for said week. If a holiday falls on the Friday at the end of the of the standby period the employee shall receive an additional \$100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

J. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

K. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

<u>Years of Continuous City Employment</u>	<u>Total Longevity Pay</u>
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

L. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language, such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

M. OUT-OF-CLASS PAY.

Pay for Performing Full Duties of Higher Class

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class

When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

N. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

O. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.
2. Any miscellaneous employee who works an assigned regular time shift as described in "1" above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8
TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

- a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).
- b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.
- c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

- a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.
- b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.
- c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.
- d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
 Martin Luther King Day (Third Monday in January)
 President's Day (Third Monday in February)
 Cesar Chavez Day (March 31)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (First Monday in September)
 Veteran's Day (November 11th)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving
 Christmas Eve Day (December 24th)
 Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. **PERSONAL CONVENIENCE HOLIDAY.**

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

D. **SICK LEAVE AND FITNESS FOR DUTY.**

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

- a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
- b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
- c. Enforced quarantine of the employee in accordance with community health regulations.
- d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

- a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
- b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave

may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

“Sick leave abuse” shall mean: “any use of sick leave, for purposes other than those identified in this section.” Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

- a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not “separating in good standing” if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

- b. An employee’s termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.
- c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. **BEREAVEMENT LEAVE.**

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. **JURY OR WITNESS DUTY.**

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. **ADMINISTRATIVE LEAVE WITH PAY.**

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. **DISCRETIONARY LEAVE WITHOUT PAY.**

1. Permissible reasons for leave.

Discretionary Leave Without Pay may be granted by the City Manager as follows:

- a. For personal reasons which are approved by the City Manager.
 - b. For reason of illness in the event Sick Leave has been exhausted.
 - c. In conjunction with Pregnancy Disability or FMLA Leave.
 - d. To pursue a course of education which will increase the employee's usefulness as a City employee.
2. Procedure.
 - a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
 - b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
 - c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.
 3. Regulations Relative to Discretionary Leave Without Pay are as Follows.
 - a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.
 - b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.

- c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
- d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
- e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
- f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
- g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
- h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
- i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

ARTICLE 9
CERTIFICATION AND OTHER BENEFITS

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to \$500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed \$6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay Fifty Dollars (\$50.00) per month for:

- “Operator cross-certification” (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant;
- A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the City;
- Certification for back-flow prevention devices for Public Works employees.
- Playground Inspection Certification for employees working in the Parks Division.
- Arborist Certificate for employees working in the Parks Division.
- Wastewater Collection Certificate

b. Fifty Dollars (\$50.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

a. Employees Assigned to Water Distribution and Public Works

For employees assigned to Water Distribution and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$35.49 per pay period.

b. Employees Assigned to Parks-Trees-Buildings

For employees assigned to Parks-Trees-Buildings, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$33.06 per pay period.

c. Employees Assigned to the Wastewater Treatment Plant

Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.. The value of these uniforms is \$9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is \$5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

d. Employees Assigned to the Water Treatment Plant

For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.

The value of these uniforms is \$11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2. with one (1) safety reflective coat on initial hire with a replacement coat every 5 years, and one pair of OSHA approved safety steel toed boots or shoes to be replaced when warranted. The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. TOOLS AND EQUIPMENT.

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars (\$150.00) per year.
4. Care of Tools and Equipment.
Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

**ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE**

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a \$25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional \$20,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

**ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED
COMPENSATION AND DEPENDENT CARE ASSISTANCE**

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

a. 2% at 55 Pension Formula

The "2% @ 55" retirement program will be available to employees covered by this Section.

b. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

c. Required Employee Contributions

i. Member Contribution

Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

ii. Pension Cost Sharing

Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

2. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before January 1, 2013, and Employees Qualified for Reciprocity (Tier Two Classic Members)

This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The “2% @ 60” retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

- i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.
- ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City’s required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Three: 2% at 62 PEPPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

4. Cost Sharing Implementation – All Tiers

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, employee 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 Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

5. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit

that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

6. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

7. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED COMPENSATION PLAN.

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed Fifty Dollars (\$50.00) per month.

D. CAFETERIA PLAN.

The City allows employees to deposit up to \$5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

ARTICLE 12
BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
 - a. That continued enrollment has the approval of the insurance company concerned.
 - b. Enrollment will cease at such time as the City terminates or converts an insurance program.
 - c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
 - d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13 GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Manager by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the

procedures set forth below. An employee, who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.

- a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
- b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
- c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
- d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
- e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee.

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson.

5. Conduct of the Hearing.

- a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel

or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

- b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.
- c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.
- d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.
- e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.
- f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 15
LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

**ARTICLE 16
SEPARABILITY**

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 17
TERM & COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2022 and shall expire on June 30, 2025.

The City and the Association shall have one reopener for each party during the term of the agreement.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHEA job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

**ARTICLE 18
SIGNATURES**

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA EMPLOYEES ASSOCIATION

REPRESENTATIVE

REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2022-XX

CITY MANAGER

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. HELENA EMPLOYEES ASSOCIATION
AND
CITY OF ST. HELENA
FOR THE PERIOD

JULY ~~ANUARY~~ 1, 20~~22~~⁴⁸ THROUGH JUNE 30, 20~~25~~⁵⁰

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ARTICLE 1 PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as “City,” and the St. Helena Employees Association, hereinafter referred to as “Association,” pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena’s Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control. As noted in Article 17, the City is in the process of replacing the Employee Handbook with updated policies, has provided notice to the Association of proposed changes, and will meet and confer regarding those changes to the extent required by the MMBA.

ARTICLE 2 RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting ~~Technician~~Assistant I, II, ~~III~~
~~Accounting Technician~~
- Administrative Assistant
- ~~Administrative Records Assistant~~
~~Administrative Secretary~~
- Assistant Engineer
- Associate Engineer
- Assistant Planner
- Associate Planner
- ~~Buildings & Streets Superintendent~~
~~Building Permit Technician I, II, III~~
- ~~Capital Project Coordinator~~
- Chief Plant Operator - Water & WastewWater
- Chief Water Distribution Operator
- ~~Environmental Services Technician I, II~~
- ~~Executive Assistant~~
- ~~Fire Inspector~~
- Human Resources ~~Technician~~Manager/~~Accounting Technician II~~
- Junior Engineer
- Lead Maintenance Worker
- ~~Lead Maintenance Worker – Underground Utilities~~
- Librarian I, II
- ~~Library Assistant I, II~~
- Library Associate ~~I, II~~
- Maintenance Worker I, II, ~~III~~
- ~~Maintenance Worker I, II – Underground Utilities~~
- Office Assistant
- ~~Parks & Trees Superintendent~~
- ~~Permit Technician I, II, III~~
- Plant Operator I, II, III - Water & WastewWater
- Plant Operator in Training - Water & WastewWater
- Recreation Supervisor
- ~~Public Works Supervisor~~
- ~~Senior Accounting Technician~~
- Senior Librarian
- ~~Senior Libraryian Associate~~istant
- ~~Underground Utilities Superintendent~~

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ARTICLE 3 ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.
7. In compliance with AB 119, the City will notify the SHEA- Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.
8. Reasonable- accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change

work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4 DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or

Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, [the Assistant City Manager](#), the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works,

the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Administrative Services Finance Director and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day.

One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted.

The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5 HOURS OF WORK & SCHEDULES

A. BUSINESS HOURS.

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Streets, Parks, Water, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. HOURS OF WORK.

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. FLEX SCHEDULE.

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise “take a break” from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. **SHEA ATTENDANCE AT BUDGET MEETINGS.**

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6 PERSONNEL MATTERS

A. PROBATIONARY PERIOD.

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. EMPLOYEE EVALUATIONS.

Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7 PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

1. ~~2018 Salary Schedule Increase: Effective January 9, 2018, the Salary Schedule shall be increased by 2.5% over the 2017 salary schedule.~~
2. ~~2019 Salary Schedule Increase: Effective July 1, 2018, the Salary Schedule shall be increased by 3.5% over the 2018 salary schedule.~~
 1. 7/1/22 – COLA increase of 5% for all SHEA members
 2. 7/1/23 – San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%
 3. 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%

B. EQUITY ADJUSTMENT

The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Attachment A provides a summary of the percent increase in salary to arrive at market median (95%) for each SHEA position as of May 2022.

Equity adjustments will take place every 6 months until each classification is within the range and will be as follows:

- 7/1/22 – Equity adjustment of 4.5%
- 1/1/23 – 2% equity adjustment
- 7/1/23 – 2% equity adjustment
- 1/1/24 – 2% equity adjustment
- 7/1/24 – 2% equity adjustment
- 1/1/25 – 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

C. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step “A” of the range. Subject to approval of the City Manager for reasons of an applicant’s outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

D. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
- Six (6) months at Step B to become eligible for Step C
- Six (6) months at Step C to become eligible for Step D
- Twelve (12) months at Step D to become eligible for Step E

2. Qualifications for Step Increase.

- a. Employees may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee’s performance was not less than satisfactory.
- b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

E. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the [San Francisco/Oakland/Hayward CPI-U \(April/April\) San Francisco, Oakland San Jose All Urban Consumers Index](#).

F. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

G. OVERTIME.**1. General Policy.**

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, [Administrative Services](#)~~Human Resources~~ Director, [Assistant City Manager](#), or, City Manager as soon as possible to seek approval of the overtime work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

H. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

I. STANDBY PAY.

~~Standby Pay shall be paid at a rate of \$100.00 per weekend to those employees in the Public Works Department who are required to be on Standby on weekends (3:30 p.m. Friday to 7:00 a.m. Monday), \$100.00 per week for those employees who are required to Standby for the week (Monday—Friday) and \$100.00 for those employees who are required to Standby on holidays (3:30 p.m. to 7:00 a.m. of the next regular work day).~~

~~On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a city vehicle home when scheduled for this assignment and the compensation for the standby period shall be \$525.00 for said week. If a holiday falls on the Friday at the end of the of the standby period the employee shall receive an additional \$100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from ThursTuesday through the following Friday.~~

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

J. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

K. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

<u>Years of Continuous City Employment</u>	<u>Total Longevity Pay</u>
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

L. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to— employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language,

such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

M. OUT-OF-CLASS PAY.

Pay for Performing Full Duties of Higher Class

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class

When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

N. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

O. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.

2. Any miscellaneous employee who works an assigned regular time shift as described in “1” above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8 TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

- a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).
- b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.
- c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

- a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.
- b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.
- c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.
- d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
 Martin Luther King Day (Third Monday in January)
 President's Day (Third Monday in February)
 Cesar Chavez Day (March 31)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (First Monday in September)
 Veteran's Day (November 11th)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving
 Christmas Eve Day (December 24th)
 Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. **PERSONAL CONVENIENCE HOLIDAY.**

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

D. **SICK LEAVE AND FITNESS FOR DUTY.**

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

- a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
- b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
- c. Enforced quarantine of the employee in accordance with community health regulations.
- d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

- a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
- b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave

may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

“Sick leave abuse” shall mean: “any use of sick leave, for purposes other than those identified in this section.” Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

- a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not “separating in good standing” if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

- b. An employee’s termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.
- c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. **BEREAVEMENT LEAVE.**

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. **JURY OR WITNESS DUTY.**

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. **ADMINISTRATIVE LEAVE WITH PAY.**

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. **DISCRETIONARY LEAVE WITHOUT PAY.**

1. Permissible reasons for leave.

Discretionary Leave Without Pay may be granted by the City Manager as follows:

- a. For personal reasons which are approved by the City Manager.
 - b. For reason of illness in the event Sick Leave has been exhausted.
 - c. In conjunction with Pregnancy Disability or FMLA Leave.
 - d. To pursue a course of education which will increase the employee's usefulness as a City employee.
2. Procedure.
 - a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
 - b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
 - c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.
 3. Regulations Relative to Discretionary Leave Without Pay are as Follows.
 - a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.
 - b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.

- c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
- d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
- e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
- f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
- g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
- h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
- i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

ARTICLE 9 CERTIFICATION AND OTHER BENEFITS

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to \$500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed \$6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay Fifty Dollars (\$50.00) per month for:

- “Operator cross-certification” (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant;
- A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the City;
- Certification for back-flow prevention devices for Public Works employees.
- Playground Inspection Certification for employees working in the Parks Division.
- Arborist Certificate for employees working in the Parks Division.
- Wastewater Collection Certificate

b. Fifty Dollars (\$50.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

a. Employees Assigned to Water Distribution and Public Works

For employees assigned to Water Distribution and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$35.49 per pay period.

b. Employees Assigned to Parks-Trees-Buildings

For employees assigned to Parks-Trees-Buildings, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$33.06 per pay period.

c. Employees Assigned to the Wastewater Treatment Plant

Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.. The value of these uniforms is \$9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is \$5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

d. Employees Assigned to the Water Treatment Plant

For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.

The value of these uniforms is \$11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2. with one (1) safety reflective coat on initial hire with a replacement coat every 5 years, and one pair of OSHA approved safety steel toed boots or shoes to be replaced when warranted. The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. TOOLS AND EQUIPMENT.

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars (\$150.00) per year.
4. Care of Tools and Equipment.
Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

Memorandum of Understanding Between
St. Helena Employees' Association and the City of St. Helena
~~July~~January 1, 2022~~18~~20 – June 30, 202~~50~~50
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**ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE**

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a \$25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional \$20,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

**ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED
COMPENSATION AND DEPENDENT CARE ASSISTANCE**

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

a. 2% at 55 Pension Formula

The "2% @ 55" retirement program will be available to employees covered by this Section.

b. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

c. Required Employee Contributions

i. Member Contribution

Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

ii. Pension Cost Sharing

Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

2. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before ~~January 1~~^{December 31}, 2013~~2~~, and Employees Qualified for Reciprocity (Tier Two Classic Members)

This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The “2% @ 60” retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

- i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.
- ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City’s required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Three: 2% at 62 PEPPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

4. Cost Sharing Implementation – All Tiers

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, employee 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 Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

5. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit

that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

6. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

7. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED COMPENSATION PLAN.

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed Fifty Dollars (\$50.00) per month.

D. CAFETERIA PLAN.

The City allows employees to deposit up to \$5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

ARTICLE 12 BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
 - a. That continued enrollment has the approval of the insurance company concerned.
 - b. Enrollment will cease at such time as the City terminates or converts an insurance program.
 - c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
 - d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13 GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Manager by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's [post Skelly Appeal hearing or other disciplinary hearing](#).

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the

procedures set forth below. An employee, who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.

- a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
- b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
- c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
- d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
- e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the [Employee Association](#).

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson.

5. Conduct of the Hearing.

- a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel;

or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

- b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.
- c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.
- d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.
- e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.
- f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 15
LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

**ARTICLE 16
SEPARABILITY**

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 17 TERM & COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on ~~July~~January 1, 2022~~18~~20 and shall expire on June- 30, 202~~20~~25.

The City and the Association shall have one reopener for each party during the term of the agreement.

~~Negotiations for the reopeners described below for FY 2019/2020 will commence in time to be concluded by adoption of the FY 2019/2020 budget.~~

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- ~~The parties agree to meet and confer regarding any proposed changes to Article 7 (Pay Plan) for FY 2019/2020 after reviewing the results of the classification and compensation study secured by the City.~~
- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), ~~associated with~~ any City-proposed changes to the SHEA job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

**ARTICLE 18
SIGNATURES**

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA EMPLOYEES ASSOCIATION

REPRESENTATIVE

REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number [2022-XX2018-35](#)

CITY MANAGER

Memorandum

Subject: Side Letter #1 to the Memorandum of Understanding between the City of St. Helena and the St. Helena Employee's Association

Date: August 22, 2022

Introduction: This memorandum is intended to address interests in emphasizing the desire for transparent and collaborative labor relations between the St. Helena Employee's Association (SHEA) and the City of St. Helena (City). Further, SHEA and City wish to express their mutual intention and expectation for regular, constructive dialogue and discussion regarding labor and employment matters.

Discussion: City acknowledges the role that the meet and confer process has in healthy communication and the value it can bring to the objective evaluation of the potential effects of labor practices and decisions. City wishes to enhance transparency and trust in its decisions affecting labor matters and to seek input during its deliberative process. To foster collaboration and to facilitate regular communication with SHEA representatives the City recognizes that its decisions affecting labor matters includes impacts resulting from any freezing/non funding of any SHEA positions or inability to fill vacancies promptly. Upon request from either party, consistent with Meyers-Milias-Brown Act, City will meet and confer on matters which have the potential to affect wages, hours, and other terms and conditions of employment.

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE
St. Helena Employee Association - Miscellaneous Group
 Approved and Adopted September 13, 2022
 FY 2022-2023 - Effective July 1, 2022

Position	Timebase*	Steps				
		A	B	C	D	E
Office Assistant	Annual	48,194	50,604	53,134	55,791	58,580
	Monthly	4,016	4,217	4,428	4,649	4,882
	Hourly	23.17	24.33	25.55	26.82	28.16
Library Associate I	Annual	49,092	51,547	54,124	56,831	59,672
	Monthly	4,091	4,296	4,510	4,736	4,973
	Hourly	23.60	24.78	26.02	27.32	28.69
Maintenance Worker I Buildings & Streets; Parks & Trees	Annual	53,502	56,177	58,986	61,935	65,032
	Monthly	4,458	4,681	4,915	5,161	5,419
	Hourly	25.72	27.01	28.36	29.78	31.27
Library Associate II	Annual	54,027	56,728	59,564	62,543	65,670
	Monthly	4,502	4,727	4,964	5,212	5,472
	Hourly	25.97	27.27	28.64	30.07	31.57
Maintenance Worker I - Utilities	Annual	55,678	58,462	61,385	64,455	67,677
	Monthly	4,640	4,872	5,115	5,371	5,640
	Hourly	26.77	28.11	29.51	30.99	32.54
Plant Operator in Training	Annual	56,158	58,966	61,914	65,010	68,261
	Monthly	4,680	4,914	5,160	5,418	5,688
	Hourly	27.00	28.35	29.77	31.25	32.82
Permit Technician I Planning; Building	Annual	56,500	59,325	62,291	65,406	68,676
	Monthly	4,708	4,944	5,191	5,450	5,723
	Hourly	27.16	28.52	29.95	31.44	33.02
Accounting Technician I	Annual	57,613	60,493	63,518	66,694	70,029
	Monthly	4,801	5,041	5,293	5,558	5,836
	Hourly	27.70	29.08	30.54	32.06	33.67
Administrative Assistant	Annual	57,831	60,722	63,759	66,946	70,294
	Monthly	4,819	5,060	5,313	5,579	5,858
	Hourly	27.80	29.19	30.65	32.19	33.80
Maintenance Worker II Buildings & Streets; Parks & Trees	Annual	58,850	61,793	64,883	68,127	71,533
	Monthly	4,904	5,149	5,407	5,677	5,961
	Hourly	28.29	29.71	31.19	32.75	34.39
Senior Library Associate	Annual	59,403	62,373	65,492	68,766	72,205
	Monthly	4,950	5,198	5,458	5,731	6,017
	Hourly	28.56	29.99	31.49	33.06	34.71
Librarian I	Annual	60,690	63,725	66,911	70,257	73,770
	Monthly	5,058	5,310	5,576	5,855	6,147
	Hourly	29.18	30.64	32.17	33.78	35.47
Maintenance Worker II - Utilities	Annual	61,251	64,313	67,529	70,905	74,451
	Monthly	5,104	5,359	5,627	5,909	6,204
	Hourly	29.45	30.92	32.47	34.09	35.79

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

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FY 2022-2023 - Effective July 1, 2022

Permit Technician II	Annual	62,146	65,253	68,516	71,941	75,538
Planning; Building	Monthly	5,179	5,438	5,710	5,995	6,295
	Hourly	29.88	31.37	32.94	34.59	36.32
Administrative Records Assistant	Annual	62,353	65,470	68,744	72,181	75,790
	Monthly	5,196	5,456	5,729	6,015	6,316
	Hourly	29.98	31.48	33.05	34.70	36.44
Accounting Technician II	Annual	63,377	66,546	69,873	73,367	77,035
	Monthly	5,281	5,545	5,823	6,114	6,420
	Hourly	30.47	31.99	33.59	35.27	37.04
Human Resources Technician	Annual	63,557	66,734	70,071	73,575	77,253
	Monthly	5,296	5,561	5,839	6,131	6,438
	Hourly	30.56	32.08	33.69	35.37	37.14
Executive Assistant	Annual	63,620	66,800	70,140	73,648	77,330
	Monthly	5,302	5,567	5,845	6,137	6,444
	Hourly	30.59	32.12	33.72	35.41	37.18
Environmental Services Technician I	Annual	63,623	66,804	70,144	73,651	77,334
	Monthly	5,302	5,567	5,845	6,138	6,444
	Hourly	30.59	32.12	33.72	35.41	37.18
Plant Operator I	Annual	64,615	67,846	71,238	74,800	78,540
Water; Wastewater	Monthly	5,385	5,654	5,936	6,233	6,545
	Hourly	31.06	32.62	34.25	35.96	37.76
Lead Maintenance Worker	Annual	64,741	67,978	71,377	74,946	78,693
Buildings & Streets; Parks & Trees	Monthly	5,395	5,665	5,948	6,245	6,558
	Hourly	31.13	32.68	34.32	36.03	37.83
Librarian II	Annual	66,754	70,092	73,597	77,277	81,140
	Monthly	5,563	5,841	6,133	6,440	6,762
	Hourly	32.09	33.70	35.38	37.15	39.01
Lead Maintenance Worker -	Annual	67,373	70,742	74,279	77,993	81,893
Underground Utilities	Monthly	5,614	5,895	6,190	6,499	6,824
	Hourly	32.39	34.01	35.71	37.50	39.37
Permit Technician III	Annual	68,364	71,782	75,371	79,140	83,097
Planning; Building	Monthly	5,697	5,982	6,281	6,595	6,925
	Hourly	32.87	34.51	36.24	38.05	39.95
Senior Accounting Technician	Annual	69,708	73,193	76,853	80,695	84,730
	Monthly	5,809	6,099	6,404	6,725	7,061
	Hourly	33.51	35.19	36.95	38.80	40.74
Environmental Services Technician II	Annual	69,979	73,478	77,152	81,010	85,060
	Monthly	5,832	6,123	6,429	6,751	7,088
	Hourly	33.64	35.33	37.09	38.95	40.89
Plant Operator II	Annual	71,044	74,596	78,326	82,242	86,354
	Monthly	5,920	6,216	6,527	6,853	7,196
	Hourly	34.16	35.86	37.66	39.54	41.52

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

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Assistant Planner	Annual	73,295	76,960	80,808	84,848	89,090
	Monthly	6,108	6,413	6,734	7,071	7,424
	Hourly	35.24	37.00	38.85	40.79	42.83
Senior Librarian	Annual	73,425	77,096	80,951	84,999	89,249
	Monthly	6,119	6,425	6,746	7,083	7,437
	Hourly	35.30	37.07	38.92	40.86	42.91
Plant Operator III Water; Wastewater	Annual	74,595	78,324	82,241	86,353	90,670
	Monthly	6,216	6,527	6,853	7,196	7,556
	Hourly	35.86	37.66	39.54	41.52	43.59
Recreation Supervisor	Annual	75,793	79,583	83,562	87,740	92,127
	Monthly	6,316	6,632	6,963	7,312	7,677
	Hourly	36.44	38.26	40.17	42.18	44.29
Fire Inspector	Annual	76,954	80,802	84,842	89,084	93,539
	Monthly	6,413	6,734	7,070	7,424	7,795
	Hourly	37.00	38.85	40.79	42.83	44.97
Junior Engineer	Annual	77,175	81,034	85,085	89,340	93,807
	Monthly	6,431	6,753	7,090	7,445	7,817
	Hourly	37.10	38.96	40.91	42.95	45.10
Associate Planner	Annual	80,622	84,653	88,885	93,330	97,996
	Monthly	6,718	7,054	7,407	7,777	8,166
	Hourly	38.76	40.70	42.73	44.87	47.11
Buildings & Streets Superintendent Parks & Trees Superintendent	Annual	82,236	86,348	90,665	95,198	99,958
	Monthly	6,853	7,196	7,555	7,933	8,330
	Hourly	39.54	41.51	43.59	45.77	48.06
Underground Utilities Superintendent	Annual	85,853	90,146	94,653	99,386	104,355
	Monthly	7,154	7,512	7,888	8,282	8,696
	Hourly	41.28	43.34	45.51	47.78	50.17
Assistant Engineer	Annual	89,136	93,592	98,272	103,186	108,345
	Monthly	7,428	7,799	8,189	8,599	9,029
	Hourly	42.85	45.00	47.25	49.61	52.09
Chief Plant Operator Water; Wastewater	Annual	89,533	94,009	98,710	103,645	108,828
	Monthly	7,461	7,834	8,226	8,637	9,069
	Hourly	43.04	45.20	47.46	49.83	52.32
Associate Civil Engineer	Annual	98,057	102,960	108,108	113,514	119,189
	Monthly	8,171	8,580	9,009	9,459	9,932
	Hourly	47.14	49.50	51.98	54.57	57.30

⁽¹⁾ Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10.0% of base salary

⁽²⁾ Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted September 13, 2022

FY 2022-2023 - Effective July 1, 2022

⁽³⁾ *Standby Pay - Shall be paid at a rate of \$525.00 per week to those employees in the Public Works Department who are required to be on Standby for an entire week (Friday the following at Friday 7:00 a.m.). If a holiday falls on the Friday at the end of the standby period the employee shall receive an additional \$100.00 for the extension of the assignment. The same would apply if the holiday fall on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the*

⁽⁴⁾ *Certification Pay - \$50.00 per month for each governmental certificate or licensing as follow:
"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Wastewater Treatment Plant, enabling those employees to perform other plant.*

A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the city.

Certification for back-flow prevention devices for Public Works employees.

Playground Inspection Certification for employees working in the Parks Division.

Arborist Certificate for employees working in the Parks Division.

Wastewater Collections Certificate for employees working in the Wastewater Collections/Sewer Division.

⁽⁵⁾ *Uniform Allowance as follow:*

Employees assigned to Water Distribution and Public Works - \$35.49 per pay period.

Employees assigned to Parks-Trees-Buildings - \$33.06 per pay period.

Employees assigned to the Wastewater Treatment Plant (Chief Plant Operator and Plant Operator II) - \$9.29 per pay period.

Employees assigned to the Wastewater Treatment Plant (Plant Operator III) - \$5.79 per pay period.

Employees assigned to the Water Treatment Plant - \$11.49 per pay period.

⁽⁶⁾ *Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information*

**Annual timebase payrate is rounded up to the nearest whole dollar, while all other timebase payrates are rounded to the nearest cent*

**CITY OF ST. HELENA
RESOLUTION NO. 2022-**

**APPROVAL OF A MEMORANDUM OF
UNDERSTANDING BETWEEN THE ST. HELENA
EMPLOYEES ASSOCIATION (SHEA) AND THE CITY
OF ST. HELENA FOR A THREE-YEAR CONTRACT
COMMENCING ON JULY 1, 2022 THROUGH JUNE
30, 2025 AND DULY ADOPTING AND APPROVING
PUBLICLY AVAILABLE PAY SCHEDULE IN
ACCORDANCE WITH THE REQUIREMENT OF
CALIFORNIA CODE OF REGULATIONS, TITLE 3,
SECTION 570.5, FOR THE ST. HELENA
EMPLOYEES ASSOCIATION MEMBER
CLASSIFICATIONS**

RECITALS

- A. The St. Helena Employees Association (SHEA) Memorandum of Understanding (MOU) contract expires on June 30, 2022; and
- B. Negotiations between SHEA and the City have resulted in a three- year agreement expiring June 30, 2025. The agreement is reflected in the Memorandum of Understanding (MOU) between SHEA and the City in Exhibit A; and
- C. During the course of negotiations, both SHEA and the City are in agreement in emphasizing the desire for transparent and collaborative labor relations between the two parties and both parties express their mutual intention and expectation for regular, constructive dialogue and discussion regarding labor and employment matters; and
- D. The City of St. Helena contracts with the California Public Employee Retirement System ("CalPERS") to provide retirement benefits for its employees; and
- E. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- F. On September 13, 2022, via this resolution City Council is ratifying a three-year agreement with the SHEA which includes an increase to base salary for its members; and

G. Staff updated the pay scale with an effective date of July 1, 2022.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. The Council hereby approves and incorporates by reference the attached Memorandum of Understanding between St. Helena Employees Association the City of St. Helena for the period July 1, 2022 - June 30, 2025.
2. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule for members included in the SHEA MOU and contained in Exhibit B is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and
3. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications; and
4. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years.

Approved at a regular meeting of the St. Helena City Council on September 13, 2022 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and recommended approval of a resolution approving:

1. Professional Services Agreement with Dudek to provide services associated with Phase I - St. Helena Defensible Space and Fuels Management Project for a total not to exceed \$122,649; and
2. Approving a budget increase to 101-40-00-21-45 in the amount of \$40,750 for the required City contribution of 25%.

CEQA Not a CEQA project
Determination:

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

In the aftermath of the devastating 2020 wildfires, and in accordance with City Council Goal 1, the City recognized the overwhelming burden on private property owners for vegetation management and creating defensible space. In response, the City applied for a Hazard Mitigation Grant through CalOES/FEMA in the amount of \$2.5 million dollars. The grant application consisted of two phases - Phase I is for planning and Phase II is vegetation removal and defensible space work.

On June 2, 2022, the City received confirmation from CalOES that it was awarded Phase I of the \$2.5 million Hazard Mitigation Grant Program Application - St. Helena Defensible Space and Fuels Management Mitigation Project that was submitted on June 18, 2021. The total estimated project cost for Phase I is \$163,000. The City's required match for Phase I is \$40,750. Phase I includes the following activities:

- Issue Request for Proposals
- Review of Proposals and Award of Contract
- Biological and Cultural Assessments
- Fire Fuels Assessment and Develop Treatment Plans
- Regulatory Permitting and CEQA Compliance
- Public Outreach Planning

DISCUSSION

On July 28, 2022, the City issued a Request for Proposals to complete Phase I of the St. Helena Defensible Space and Fuels Management Mitigation Project with responses due on or before August 26, 2022. The City of St. Helena requested proposals from qualified firms for professional services to conduct a planning study, including biological and cultural resource assessments, fire fuels assessments and treatment plans, acquisition of required agency permits, and preparation and filing of CEQA compliance documents.

A total of two proposals were received on or before August 26, 2022. During the week of August August 29, 2022 the proposals were independently reviewed by the Assistant Public Works Director and the Assistant Engineer, which resulted in Dudek's submittal being selected as the top proposal.

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and natural environment. They have a reputation for providing exemplary environmental services throughout California. Dudek provides a rare, in-house mix of foresters, fire protection planners, biologists, archaeologists, environmental planners, geographic information systems (GIS) specialists, fuel treatment/habitat restoration expertise, and all technical specialties needed to conduct full California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) analysis under one roof. Their team has experience preparing vegetation management plans; community wildfire protection plans; environmental analyses in accordance with CEQA/NEPA, including the California Vegetation Treatment Program (CalVTP); providing permitting support; and coordinating with landowners, regulatory agencies, and contractors to successfully develop and implement wildfire hazard reduction projects.

FISCAL IMPACT

The fiscal impact is a maximum of \$40,750 from the General Fund to meet the required 25% match.

RECOMMENDED ACTION

Approve of a resolution authorizing:

1. Professional Services Agreement with Dudek to provide services associated with Phase I - St. Helena Defensible Space and Fuels Management Project for a total not to exceed \$122,649; and
2. Approving a budget increase to 101-40-00-21-45 in the amount of \$40,750 for the required City contribution of 25%.

ATTACHMENTS

[Attachment 1 - Resolution 2022-XX Phase I - St. Helena Defensible Space and Fuels Management](#)

[Attachment 3 - Dudek Proposal: St. Helena Defensible Space Fuels Management Project Phase I](#)

[Attachment 4 - RFP Phase I - St. Helena Defensible Space and Fuels Management Project](#)

Attachment 1

CITY OF ST. HELENA

RESOLUTION No. 2022-

Resolution approving a three-year Professional Services Agreement with Dudek for a total not to exceed \$122,649 and approve a budget increase to 101-40-00-21-45 in the amount of \$40,750.

RECITALS

- A. The City desires to hire a Consultant to furnish professional services to conduct a planning study, including biological and cultural resource assessments, fire fuels assessments and treatment plans, acquisition of required agency permits, and preparation and filing of CEQA compliance documents; and
- B. Dudek has represented that they have the necessary expertise, experience, and qualifications to perform the required duties.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena hereby resolves as follows:

- 1. Approve the Professional Services Agreement with Dudek for a total not to exceed amount of \$122,649; and
- 2. Authorize the City Manager to execute the agreement on behalf of the City; and
- 3. Approve a budget increase to 101-40-00-21-45 in the amount of \$40,750 for the required City contribution of 25%.

Approved at a Regular Meeting of the St. Helena City Council on September 13, 2022 by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Chouteau:

Councilmember Hall:

Councilmember Hardy:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

ATTACHMENT 3



PROPOSAL

DEFENSIBLE SPACE AND FUELS MANAGEMENT

CITY OF ST. HELENA

AUGUST 26, 2022

853 Lincoln Way, Suite 208 / Auburn, CA 95603 / 530.887.8500

DUDEK



Cover Letter

August 26, 2022

Ms. Mandy Kellogg
Administrative Services Director
City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574

Subject: Phase I – St. Helena Defensible Space and Fuels Management Project

Dear Ms. Kellogg,

Dudek is pleased to submit this proposal to support the City of St. Helena (City) with Phase I of their Defensible Space and Fuels Management Project. We have direct experience with fuels management planning and environmental review projects throughout California and look forward to working collaboratively with the City on this important project to reduce wildfire risk.

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and natural environment. We have built a reputation for providing exemplary environmental services throughout California. We provide a rare, in-house mix of foresters, fire protection planners, biologists, archaeologists, environmental planners, geographic information systems (GIS) specialists, fuel treatment/habitat restoration expertise, and all technical specialties needed to conduct full California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) analysis under one roof. Our team has experience preparing vegetation management plans; community wildfire protection plans; environmental analyses in accordance with CEQA/NEPA, including the California Vegetation Treatment Program (CalVTP); providing permitting support; and coordinating with landowners, regulatory agencies, and contractors to successfully develop and implement wildfire hazard reduction projects. The Dudek team will bring the City the following advantages:

MAIN POINT OF CONTACT

Scott Eckardt, RPF

853 Lincoln Way, Suite 105
Auburn, California 95603
530.863.4650

Experience in Defensible Space and Hazardous Fuels Reduction. The Dudek team includes Registered Professional Foresters (RPFs), Certified Wildfire Mitigation Specialists, and Certified Arborists with experience conducting defensible space inspections and developing hazardous fuels reduction prescriptions for communities throughout California. We understand fire ecology and fire behavior and the importance of hazardous vegetation treatments in reducing the potential for structural ignitability. Additionally, prior to joining Dudek, our Fire/Fuels Assessment Lead managed the defensible space program for the City of Glendale, California and has a solid working knowledge of vegetation management standards and codes.

Experience with Environmental Review for Fuels Management Projects. Our team has extensive experience in preparing environmental review documentation for vegetation management projects in California. We have direct experience conducting environmental review for projects where the California Department of Fire and Forestry (CAL FIRE) functions as the lead agency—specifically completing the CAL FIRE Environmental Review Report Form

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(ERRF) for Categorically Exempt projects. Additionally, we have experience preparing other CEQA documents, such as mitigated negative declarations (MNDs) and environmental impact reports (EIRs), as well as project specific analyses (PSAs) that tier off the CalVTP Program EIR. We have a full and in-depth understanding of CalVTP and application of its procedures to ensure efficient CEQA compliance for proposed vegetation management and fuels reduction activities. Our team is also familiar with federal and state environmental compliance requirements pertaining to wildfire risk reduction and forest management, including the latest updates to the CEQA Guidelines related to wildfire.

Understanding of Grant Programs and Requirements. The Dudek team routinely assists clients with wildfire resilience and wildfire hazard reduction projects that are funded by state or federal grant programs. Specifically applicable to the City's project, we have direct experience with the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). For the past several years, we have worked for FEMA (as a subconsultant) conducting feasibility and effectiveness reviews of HMGP grant applications. From this experience, we have developed a solid understanding of the overall grant program and the eligibility requirements for projects. In addition, we have successfully completed environmental review for an HMGP-funded project, coordinating with our client and the California Governor's Office of Emergency Services during that process.

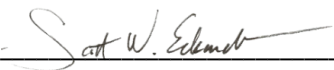
An In-House Team With Experience Working Together on Similar Projects. The team assembled for this project has worked together successfully on several hazardous fuels reduction, planning, and permitting projects in the Northern California region. Our team of foresters, wildfire planners, biologists, and archaeologists understand the nuances of a hazardous vegetation management project. We work together efficiently to meet project goals and timelines.

The Dudek team will be managed by Scott Eckardt, a project manager and licensed forester with 23 years' professional experience in the natural resource management field. Mr. Eckardt will be supported by Deputy Project Manager Jeremy Cawn and subject matter experts in biology, archaeology, environmental review, and GIS. Dudek staff take our commitment to client responsiveness seriously, leveraging technology to maintain productivity and keep our teams connected, both internally and externally. We provide robust virtual support for our clients, maintaining continuity in critical projects across any scenario. We create strong working relationships and build trust with our clients to deliver quality products.

We acknowledge that we have received Addendum No. 1, dated August 11, 2022. Our proposal highlights the qualifications and experience of the Dudek team to successfully assist the City. We are excited by the opportunity to work with the City of St. Helena. Our team is ready to serve.

Sincerely,


Joseph Monaco
 President/CEO


Scott Eckardt
 Project Manager

Joseph Monaco is authorized to sign on behalf of Dudek.



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A Resumes

Relevant Experience

Firm Overview

Dudek is a California-based environmental and engineering consulting firm with offices nationwide staffed by more than 700 planners, scientists, foresters, civil engineers, contractors, and technical experts. We help our clients address challenges related to infrastructure, planning, and the environment to drive project progress and create lasting results.

With analyses based in science and ethics, Dudek offers solutions that encompass the project lifecycle and anticipate future needs. Our professionals find practical, cost-effective approaches to help you achieve your project-specific and overall goals. We work to build your trust, which allows us to offer constructive and durable project solutions.

At Dudek, we routinely provide exceptional services to support a wide range of clients in an equally wide range of project types and sizes. Our depth and breadth of experience means we can quickly assemble and mobilize the right team members for specific tasks. Our project managers are empowered to solve problems and make decisions in a timely fashion to keep project momentum moving forward. With remarkably low employee turnover, our staff's long tenure means the team you meet at project start will see your projects through to completion. We offer the most value for clients by doing the following:

- Being the best integrated, multifaceted team in the industry, with high-quality work products and client-focused service
- Being engaged listeners to understand problems and think through the highest value-oriented approach
- Anticipating and planning for our clients' stakeholder needs
- Focusing on innovation to make smarter progress
- Being easy to work with because we are structured to support clients
- Understanding the stakes and the price of delays or failure

DUDEK AT A GLANCE

- *Multidisciplinary environmental and engineering services*
- *700+ employees*
- *17 offices*
- *Founded in 1980; employee-owned*
- *Top 120 U.S. Environmental Firms (Engineering News-Record, 2021)*
- *More than 180 on-call environmental contracts throughout California*
- *Silver medal in sustainability achievement (EcoVadis, 2021)*

Services

Dudek offers more than 50 services across nearly 20 practices to support projects across the United States. We bring extensive experience in wildfire resilience planning services, as well as California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance, civil engineering, biological and botanical assessments, cultural resources assessments, regulatory permitting, stormwater compliance, unmanned aerial vehicle (drone) mapping, and geographic information system (GIS) modeling and analysis. The following sections summarize our services that are relevant to the City of St. Helena's (City's) Defensible Space and Fuels Management Project.



WILDFIRE RESILIENCE PLANNING

The Dudek wildfire resilience planning team develops high-quality planning documents focused on reducing wildfire risk to communities and resources. Our planning documents are supported by thorough technical analyses of wildfire hazard and potential fire behavior, which support development and prioritization of risk mitigation strategies. We have completed numerous plans across a variety of vegetation communities and land management jurisdictions. Our knowledge of the regulatory environment results in plans that are effective and implementable.

Our wildfire resilience planning professionals prepare the following planning documents:

- Community Wildfire Protection Plans
- Regional Priority Plans
- Vegetation/Fuel Management Plans
- Wildland Fire Management Plans
- Forest Health Plans
- Wildfire Risk Analyses
- Wildfire Hazard and Fire Behavior Modeling Analyses
- CEQA and NEPA Documents
- CAL FIRE Plan, Exemption, and Emergency Notices

VEGETATION MANAGEMENT PLANNING

Dudek's foresters and fire planners understand the need to maximize the ecological and aesthetic benefits of forests and native vegetation communities while balancing the need for fire hazard reduction. Dudek foresters analyze and model wildfire hazard conditions, conduct site assessments and associated resource mapping, identify and prioritize project areas, and develop plans and vegetation management prescriptions to strategically reduce fuel loads while considering potential impacts to natural resources. We understand the regulatory environment in California, have drafted numerous management plans, have processed plans and permits through various lead agencies, and can evaluate projects thoughtfully and critically.

Our fire and fuel management professionals provide the following professional services:

- Vegetation Management Plan preparation
- Wildfire hazard evaluations and management plan preparation
- Defensible space inspections
- Development of fuel treatment prescriptions
- GPS mapping
- GIS analysis and modeling of fire behavior
- Contractor bid package preparation
- Preparation of technical reports, management plans, and CEQA documents related to forest and fire management
- Presentation of findings to decision-making bodies

DUDEK

CEQA

Dudek has one of California's largest, most experienced teams for CEQA and NEPA document preparation. Our environmental planners have prepared and processed more than 3,200 CEQA/NEPA documents for a variety of large and small development, restoration, and conservation projects throughout the United States, including several forest health and vegetative fuels management projects. Combining comprehensive analysis and research-based findings, we provide legally defensible documents that are supported by substantial evidence, none of which have ever been successfully overturned in court. We conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner.

Dudek environmental experts work collaboratively with clients; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes. We apply practical CEQA/NEPA knowledge to comply with current laws, regulations, and case law. Our planners help clients creatively solve regulatory challenges within financial and scheduling constraints.

We produce complete CEQA/NEPA documents done right the first time. Our environmental planners work with our in-house technical editors and graphic designers to prepare high-quality documents that are clearly organized and easily interpreted by the public, agencies, and decision-makers responsible for future project development.

Our team has extensive experience in preparing environmental review documentation that tier off Programmatic Environmental Impact Reports (EIRs), such as that prepared for the California Vegetation Treatment Program (CalVTP). We have a full and in-depth understanding of CalVTP and application of its procedures, including project-specific analyses, to ensure efficient CEQA compliance for proposed vegetation management and fuels reduction activities. We also have direct experience conducting environmental review for projects where the California Department of Fire and Forestry (CAL FIRE) functions as the lead agency—specifically completing the CAL FIRE Environmental Review Report Form (ERRF) for Categorically Exempt projects. Our team is also familiar with federal and state environmental compliance requirements pertaining to wildfire risk reduction and forest management, including the latest updates to the CEQA Guidelines related to wildfire.

BIOLOGY

Our knowledge and experience with the diverse natural resources of California is vital to the success of our environmental practice. Dudek biologists specialize in wildlife biology, botany, vegetation ecology, and wetlands science. We deliver thorough, defensible biological assessments and reports using our understanding of federal and state regulations and policies, knowledge of California's diverse species and habitats, and use of the latest survey protocols and technology.

Our biologists prepare constraints analyses, perform construction surveys, manage long-term biological monitoring, draft biological reports in support of CEQA/NEPA documents, and prepare small- to regional-scale Habitat Conservation Plans and Natural Community Conservation Plans.

Our staff maintain the state and federal permits necessary to conduct general and focused surveys and develop management plans for almost all special-status wildlife species within California. Our team conducts biological surveys in conformance with applicable local, state, and federal guidelines to determine the presence of state- and federally listed species.

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Using survey data, we characterize habitat values associated with a project site. Then, during project construction, we monitor construction activities to comply with environmental specifications, checklists, and project mitigation monitoring and reporting programs. We also work with the California Department of Fish and Wildlife to develop and implement plans to passively relocate species.

ARCHAEOLOGICAL AND CULTURAL RESOURCES

Dudek archeologists and architectural historians offer services from basic constraints studies to complex mitigation and preservation plans. We are recognized leaders in professional and community outreach, and we use innovative, thorough approaches to respond quickly and appropriately to project tasks and discoveries.

Our Registered Professional Archaeologists (RPA) have more than 100 years' combined experience, are qualified consultants on local agency lists throughout California, and can cost-effectively respond to the smallest cultural resource survey while also assembling a crew of a dozen or more seasoned field technicians to address a large-scale surface reconnaissance, significance assessment excavation, and/or a mitigation data recovery program. Dudek senior archaeologists hold all necessary permits to conduct cultural resources investigations on federal and state lands. Our cultural resource project managers are familiar with variations in lead agency cultural resource guidelines and standardized methods, as well as the need to coordinate various agencies when project interests have overlapping jurisdictions.

We specialize in identifying resources that may cause project constraints and understanding those resources' historical significance. Our team designs and implements significance assessment programs for projects administered at the local, state, and federal level. We are permitted to conduct cultural resources investigations on federal and state lands and are listed on local registers and with the Register of Professional Archaeologists.

Dudek has several tools for assessing subsurface archaeological deposits, including ground-penetrating radar (GPR) using GPR-Slice software, in addition to various hollow-stem augers, to extract cores with minimal subsurface disturbance. We also use resource recordation and condition assessment tools on multiple platforms (e.g., Trimble GPS receivers, smartphones and tablets, and cloud databases).

These tools reduce field and lab costs by as much as 30% and increase the accuracy and reliability of resource documentation. Real-time recording and reporting provide clients accurate information on discoveries as they occur, allowing appropriate responses to be formulated and implemented with minimal downtime.

Throughout California, we have helped local, state, and federal agencies design creative programmatic approaches to evaluating the historical significance of archaeological and historical resources. Based on our experience with fast-tracked projects, we have developed an efficient approach to handling cultural resources. Efficient resource treatment is mutually beneficial to the resource itself, the developer incurring the cost, and the agency providing resource oversight.

PERMITTING SUPPORT

Dudek project managers have worked extensively with federal and state resource agencies, including the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, National Marine Fisheries Service, U.S. Geological Survey, U.S. Bureau of Land Management, Regional Water Quality Control Board, and California Department of Fish and Wildlife.

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Our team has particular expertise with the various state and federal laws and regulations governing natural resources throughout California, including both state and federal Endangered Species Acts, the California Native Plant Act, the Migratory Bird Treaty Act, the Bald Eagle and Golden Eagle Protection Act, the California Fish and Game Code, the Clean Water Act, the Porter-Cologne Act, and city/county tree ordinances.

Dudek consistently secures development permits, agreements, and approvals from state, federal, regional, and local agencies and other relevant agencies, groups, and entities that have jurisdiction in a project region. Our success stems directly from the relationships and reputation we have fostered with these agencies. Dudek provides reliable, scientifically based information tailored to address the specific requirements and standards of the relevant agency for permit application packages.

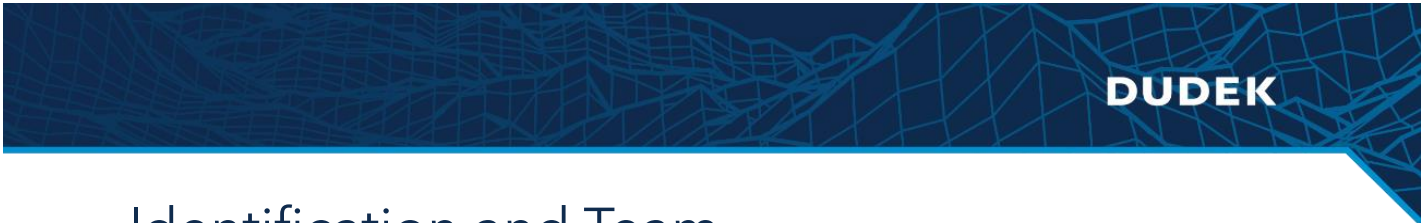
Dudek has successfully attained the following permits:

- Federal Clean Water Act Section 404 and 401 permits
- Construction Activity Stormwater Permits (National Pollutant Discharge Elimination System)
- State Section 1602 Streambed Alteration Agreements
- Federal Endangered Species Act Section 7 consultations for Biological Opinions
- Federal Endangered Species Act Section 10a(1)B incidental take permits
- State Endangered Species Act Section 2081 incidental take permits
- State Section 2080.1 Consistency Determinations
- Tree and woodland management and preservation plans to meet, state, city, and county requirements

Geospatial Data Analysis and Mapping

Our GIS professionals provide an array of services, from GPS data capture, high-end analysis, and modeling, to complex application development with legacy database integration to assist our clients in achieving their goals. We understand the needs of complex projects and the level of resource and project data that requires collection, management, and analysis. Dudek has the capability to provide high-quality data analysis and modeling and cartographic services to assist in navigating environmental review and regulatory permitting processes in a timely manner.

Dudek has worked for numerous public-sector clients throughout California, including cities, counties, fire agencies, land management agencies, non-profits, and regulatory agencies. We have successfully completed technical studies, planning and management plans, environmental review documents, and permit documents to support projects that enhance community safety.



Identification and Team

We have assembled a dedicated team of key personnel with the knowledge, expertise, and experience to support the City with this important wildfire risk reduction project. The Dudek team presented in this proposal is fully committed and available for this contract.

Figure 1 presents the Dudek team organization, including roles and responsibilities for the proposed staff members. Brief biographies highlighting the qualifications and experience of key personnel follow the organization chart, and staff resumes are provided in **Appendix A**.

Figure 1. Dudek Team Organization

DUDEK

- **Legal Name:** Dudek
- **Corporate Office:** 605 Third Street, Encinitas, California 92024
- **Local office:** 853 Lincoln Way, Suite 105, Auburn, California 95603
- **Point of Contact:** Scott Eckardt
seckardt@dudek.com
530.863.4650



PROJECT MANAGEMENT

Project Manager Scott Eckardt	Deputy Project Manager Jeremy Cawn
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TASK LEADERS

Cultural Lead Adam Giacinto	Biological Lead Sean O'Brien	CEQA Lead Dana Link-Herrera	Fire Fuels Assessment Lead Jeremy Cawn
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DUDEK

Scott Eckardt, RPF

PROJECT MANAGER

Scott Eckardt is a project manager and licensed forester with 23 years' professional experience in the natural resource management field, specializing in forest resource and fire management issues in open-space and wildland-urban interface (WUI) areas throughout California. Mr. Eckardt's project experience includes assessment and inventory of woodlands and forests; assessment of fire and fuel hazard conditions; WUI inspections for local fire departments; preparation of fire protection plans and community wildfire protection plans; modeling wildfire hazard; GIS data analysis; environmental monitoring; and preparation of assessment reports, vegetation management plans, and CEQA technical documents. In addition, he routinely utilizes GIS and spatial data in mapping, analysis of resource data, preparation of project plans, conducting project impact analyses, evaluating mitigation opportunities, and modeling fire behavior and wildfire hazard conditions. Mr. Eckardt previously worked for CAL FIRE in South Lake Tahoe, where he conducted fuel reduction, vegetation thinning, and forest rehabilitation projects.

Relevant Projects/Experience

- Vegetation Management Plan | **OAKLAND FIRE DEPARTMENT**
- Fuel Management Planning and Permitting | **CITY OF SAN CARLOS**
- San Mateo County Hazardous Fuels Reduction Program | **FIRE SAFE SAN MATEO**
- Hazard Mitigation Grant Program Technical Reviews | **CDM/FEDERAL EMERGENCY MANAGEMENT AGENCY**
- Community Wildfire Protection Plan and Program EIR | **SANTA BARBARA FIRE DEPARTMENT**



Education

California State University,
Long Beach
MA, Geography

California Polytechnic State
University, San Luis Obispo
BS, Forestry and Natural
Resources Management

Certifications

RPF, No. 2835

Certified Arborist,
No. WE-5914A

Association for Fire Ecology
Certified Wildland Fire Manager

Professional Affiliations

ISA, AFE

DUDEK

Jeremy Cawn

DEPUTY PROJECT MANAGER

Jeremy Cawn is an urban forestry and wildfire mitigation specialist with 9 years’ experience as an arborist, utility forester, and hazardous vegetation management program manager. Mr. Cawn’s arboricultural experience includes urban forest inventory and management, hazard tree assessments, pest and disease surveys, tree protection ordinance administration, new development plan review, and tree maintenance contract administration. Mr. Cawn previously worked as an arborist and forester for New York City, the City of Claremont, and the City of Glendale. Prior to his work experience in urban forestry and vegetation management, Mr. Cawn spent 11 years working as a wildland fire fighter and a prescribed fire specialist.

Relevant Projects/Experience

- Creek Wildfire Hazard Assessment | SANTA CLARA VALLEY WATER DISTRICT
- Reservoir A Hazardous Fuels Reduction | EL DORADO IRRIGATION DISTRICT
- Environmental Review for the Highways 35 and 84 Fuel Break Projects | FIRE SAFE SAN MATEO
- Hazard Tree Assessment Program | FRESNO COUNTY



Education

Northern Arizona University
Professional Certification, Fire Ecology and Hazardous Fuels Management
Southern Illinois University
BS, Forestry (Natural Resource Management)

Certifications

ISA Certified Arborist, Municipal Specialist No. NY-5876AM
RPF, No. 3007
Certified Wildfire Mitigation Specialist, NFPA

Professional Affiliations

SoCal Fire Prevention Officers Association
ISA

DUDEK

Dana Link-Herrera

CEQA LEAD

Dana Link-Herrera is an environmental analyst with 7 years’ experience and a strong foundation in urban and regional planning and CEQA/NEPA. She has a diverse background working in natural resource management, public universities, tribal communities, community outreach, permitting support, and environmental analysis. Ms. Link-Herrera provides analytical, technical, and project management support on a variety of projects and environmental topics.

Relevant Projects/Experience

- Project Specific Analysis (PSA) For the Purisima Ridge Fuel Break | **SANTA BARBARA COUNTY FIRE DEPARTMENT**
- PSA For the Sanborn and Upper Stevens Creek Forest Health Plan | **SANTA CLARA COUNTY PARKS**
- PSA For the Montecito Vegetation Treatment Program | **MONTECITO FIRE PROTECTION DISTRICT**
- Environmental Review for the Highway 280 Fuel Break Project | **LOS ALTOS HILLS COUNTY FIRE DISTRICT**



Education

California State Polytechnic University, Pomona
MURP, Urban and Regional Planning

University of California, San Diego
BA, International Studies (Environmental Studies minor)

Professional Affiliations

APA, AEP

DUDEK

Adam Giacinto

CULTURAL LEAD

Adam Giacinto is an archaeologist and ethnographic specialist based out of Sonoma County with 17 years' experience preparing cultural resource technical documents, including those relating to archaeological survey, evaluation, data recovery, monitoring, environmental, and programmatic documents. His research interests include prehistoric hunter-gatherer cultures and contemporary social, historical, archaeological, and political mechanisms surrounding heritage values. He has experience implementing and managing archaeological and ethnographic work throughout the western United States.

Relevant Projects/Experience

- Fuel Management Planning and Permitting | CITY OF SAN CARLOS
- San Mateo County Hazardous Fuels Reduction Program | FIRE SAFE SAN MATEO
- Environmental Review for the Highways 35 and 84 Fuel Break Projects | FIRE SAFE SAN MATEO
- Pacific Gas and Electric Vegetation Management On-Call | 200 COMPLETED TASKS THROUGHOUT CENTRAL VALLEY AND SIERRA NEVADA
- Hunter Subdivision | CITY OF ST HELENA



Education

San Diego State University
MA, Anthropology
Sonoma State University
BA, Anthropology/ Linguistics
Santa Rosa Junior College
AA, Anthropology

Professional Affiliations

RPA
Society for California
Archaeology American
Anthropological Association
American Anthropological
Association

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Sean O’Brien

BIOLOGY LEAD

Sean O'Brien is a biologist with 27 years' experience in the planning, management, and implementation of natural resource-related projects throughout California. Mr. O'Brien specializes in wetlands and endangered species permitting, mitigation planning, biological impact assessment, and biological compliance monitoring program development for public and private clients. His primary focus has been on management of projects that involve preparation of regulatory permit applications and supporting documentation to secure local, state, and federal approvals on behalf of his clients.

Relevant Projects/Experience

- State Route 17 Shaded Fuel Break Project | CAL FIRE/ SANTA CLARA COUNTY FIRESAFE COUNCIL
- Fuel Management Planning and Permitting | CITY OF SAN CARLOS
- San Mateo County Hazardous Fuels Reduction Program | FIRE SAFE SAN MATEO
- Environmental Review for the Highways 35 and 84 Fuel Break Projects | FIRE SAFE SAN MATEO



Education

California Polytechnic State University, San Luis Obispo
BS, Ecology and Systematic Biology

Professional Affiliations

AEP
Association of State Wetland Managers
California Native Plant Society
Society of Wetland Scientists

Project Examples and References

The following projects are representative of Dudek's expertise in successfully providing innovative planning approaches related to wildfire hazard and risk. References and details are provided for each project.

FUEL MANAGEMENT PLANNING AND PERMITTING

Client: City of San Carlos

Client Reference: Amy Newby, Parks and Recreation Director, City of San Carlos; **Office:** 650.802.4131;

Cell: 650.576.8415; **email:** www.cityofsancarlos.org/pr

Date Completed: 2020

Contract Amount: \$37,950

Key Dudek Staff: Scott Eckardt (Forester, Project Manager), Adam Giacinto, (Archaeologist), Emily Scricca (Biologist), Sean O'Brien (Biologist), Markus Lang (CEQA)

Dudek supported the City of San Carlos in its efforts to implement proposed fuel reduction activities on approximately 130 acres of City-owned open space in the wildland-urban interface (WUI). The project was funded by a Federal Emergency Management Agency grant. The purpose of the project was to reduce hazardous fuel loads and vertical and horizontal fuel continuity within the WUI in four City-owned parks located in an area classified by the City of San Carlos as a Hazardous Fire Area. Dudek prepared fuel treatment prescriptions and conducted biological and cultural resources field surveys. Dudek also prepared a notice of exemption to support CEQA compliance. Proposed fuel management activities include grazing, brush and tree thinning/pruning, herbicide treatment of invasive species, and vegetation chipping and mastication. Additionally, Dudek foresters assisted the City of San Carlos in identifying priority fuel reduction areas and refining work areas based on sensitive resources and site constraints, including biological and cultural resources.



DUDEK

PROJECT SPECIFIC ANALYSIS FOR THE PURISIMA RIDGE FUEL BREAK

Client: Santa Barbara County Fire Department

Client Reference: Rob Hazard, Division Chief/Fire Marshal, Fire Prevention Division, Santa Barbara County Fire;

Office: 805.681.5554; **Cell:** 805.896.6402; **Email:** rob.hazard@sbcfire.com

Date completed: 2021

Contract Amount: \$95,000

Key Dudek Staff: Dana Link-Herrera (Project Manager, CEQA), Kirsten Zecher (GIS Analyst), Scott Eckardt (Forester), Dave Compton (Biologist), Heather McDaniel McDevitt (Archaeologist)

Dudek supported the Santa Barbara County Fire Department in its efforts to implement proposed vegetation treatment activities on approximately 598 acres of private property. The vegetation treatment project would implement an approximately 16-mile fuel break atop La Purisima Ridge. The project was funded by a grant from the CAL FIRE California Climate Investments Fire Prevention Grant Program. The purpose of the proposed project was to reduce flammable vegetation, improve environmental conditions (e.g., forest health), and provide a strategic location between Los Alamos Valley and the City of Lompoc where firefighting ground and air resources can gain access and provide firefighters the ability to safely reduce the intensity of, slow down, or stop the spread of a wildfire that may occur on either side of the ridge. Pursuant to CEQA, Dudek prepared a PSA tiering from the CalVTP EIR. Proposed fuel management activities include manual (hand crew), mechanical (masticator and track chipper), and prescribed pile burning. Dudek conducted biological and cultural resources field surveys and assisted the Santa Barbara County Fire Department with contacting regulatory agencies, preparing fuel treatment prescriptions, and refining work areas based on sensitive resources and site constraints.



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SAN MATEO COUNTY HAZARDOUS FUELS REDUCTION PROGRAM

Client: FIRE SAFE San Mateo County

Client Reference: Denise Enea, President, FIRE SAFE San Mateo County; **Office:** 650.740.9883;

Email: denea@woodsidefire.org

Date Completed: 2019

Contract Amount: \$15,340

Key Dudek Staff: Scott Eckardt (Forester, Project Manager), Adam Giacinto, (Archaeologist), Emily Scricca (Biologist), Sean O'Brien (Biologist)

Dudek foresters prepared an ERRF per CAL FIRE standards to evaluate the environmental effects of fuel management activities being conducted by FIRE SAFE San Mateo within Eaton and Big Canyon Parks, located in the City of San Carlos. This project was funded by a Federal Emergency Management Agency grant. Dudek conducted field surveys to assess fuel loading, forest stand conditions, and biological resource field surveys to evaluate potential operational constraints posed by special-status plant and wildlife species or sensitive habitats. Dudek foresters consulted with CAL FIRE (lead agency) staff during preparation of the ERRF, which also outlined natural resource impact avoidance and minimization measures to be implemented during fuel treatment operations. The ERRF was submitted to CAL FIRE for project-related CEQA compliance and was subsequently approved. Biological field surveys and development of special-status species avoidance and impact minimization measures were also completed as a component of the project. The project was implemented in 2018 and 2019.



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OAKLAND VEGETATION MANAGEMENT PLAN

Client: Oakland Fire Department

Client Reference: Angela Robinson-Piñon, Strategy & Planning Manager, Oakland Public Works Department;

Office: 510.238.3707; **Email:** mailto:arobinsonpinon@oaklandca.gov

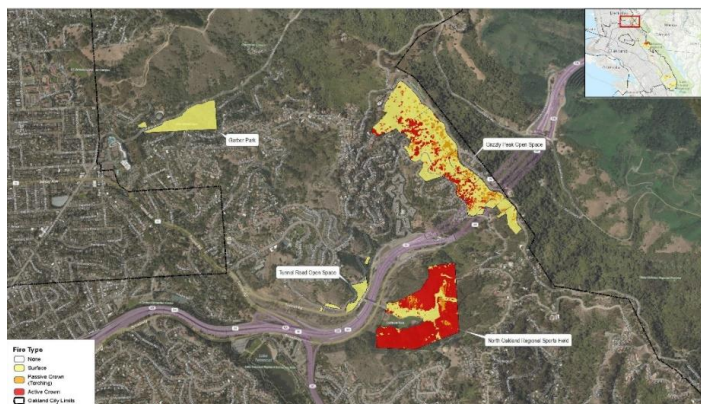
Date Completed: Ongoing

Contract Amount: \$231,600

Key Dudek Staff: Scott Eckardt (Forester, Project Manager)

Dudek recently prepared a Draft Vegetation Management Plan (VMP) for the City of Oakland Fire Department. The scope of the VMP covers nearly 2,000 acres of City of Oakland-owned land, along with more than 300 miles of roadside treatment areas in the City of Oakland's designated Very High Fire Hazard Severity Zone. The Draft VMP outlines vegetation management techniques and standards to reduce the likelihood of extreme fire behavior and promote public and firefighter safety. The management recommendations included

in the Draft VMP draw on field data, research, principles of vegetation/fuels management, and the results of GIS-based fire behavior modeling using FlamMap software. Prioritization of vegetation treatment areas in the Draft VMP considers these variables as well as the size, physical characteristics, and spatial distribution of City of Oakland-owned parcels throughout the plan area. The Draft VMP is currently out for public and stakeholder review, and Dudek will revise the plan to incorporate feedback. To date, Dudek has presented at six public/stakeholder meetings to gather input and receive feedback on the Draft VMP. In addition, Dudek has conducted numerous phone interviews to gain feedback from stakeholders and City staff. Preparation of the EIR for the VMP is underway, and Dudek is supporting the project team during its preparation.



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FOREST HEALTH PLAN CONSULTING SERVICES

Client: Santa Clara County Parks

Client Reference: Shelan Zuhdi, Parks Natural Resource Planner, Santa Clara County Parks; **Office:** 408.355.2285

Email: shelan.zuhdi@prk.sccgov.org

Date Completed: Ongoing

Contract Amount: \$185,000

Key Dudek Staff: Scott Eckardt (Forester, Project Manager), Dana Link-Herrera (CEQA Lead), Adam Giacinto, (Archaeologist), Emily Scricca (Biologist), Sean O'Brien (Biologist)

Dudek foresters prepared a draft forest health plan covering Sanborn County Park (3,400 acres) and Upper Stevens Creek County Park (1,280 acres). Santa Clara County Parks engaged Dudek to develop a plan to proactively address management of forest threats (e.g., wildfire, Douglas-fir encroachment, pathogens) to maintain high recreational value in both parks. The parks are located in the central portion of the Santa Cruz Mountains, characterized by steep terrain and dominated by Douglas-fir/tanoak forest, oak woodland, and redwood forest, and include numerous recreational amenities (e.g., campsites, trails, picnic areas). Preparation of the plan involved extensive field surveys to evaluate forest health conditions, identifying management actions and projects to address observed forest health issues, outlining management recommendations and a plan implementation framework, and developing special-status species avoidance and impact minimization measures. The draft plan was completed in June 2020, and work on finalizing the plan is underway. Dudek is also supporting County Parks and preparing a PSA tiering from the CalVTP Program EIR. Finalization of the plan will also include identified strategic fuel reduction project areas that are a component of the CAL FIRE grant-funded work being initiated by the Los Gatos Creek Watershed Collaborative.



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TEAGUE NEIGHBORHOOD SHADED FUEL BREAK

Client: FIRE SAFE San Mateo County

Client Reference: Denise Enea, President, Fire Safe San Mateo County; **Office:** 650.740.9883;

Email: denea@woodsidefire.org

Date Completed: 2019

Contract Amount: \$17,350

Key Dudek Staff: Scott Eckardt (Forester), Adam Giacinto, (Archaeologist), Emily Scricca (Biologist), Sean O'Brien (Biologist)

Dudek prepared an ERRF per CAL FIRE standards to evaluate the environmental effects of fuel management activities being proposed by FIRE SAFE San Mateo within the Teague Hill Preserve of the Midpeninsula Regional Open Space District. This project was funded by a CAL FIRE Prevention Program grant. Dudek conducted forest resources and fuels surveys and biological and archaeological resources field surveys to evaluate potential constraints to proposed fuel reduction activities. Dudek then prepared and submitted the ERRF for project-related CEQA compliance. The Draft ERRF was reviewed by FIRE SAFE San Mateo, Midpeninsula Regional Open Space District, and CAL FIRE with only minor comments. The Final ERRF was approved by CAL FIRE in April 2019.



Scope of Work

This section outlines Dudek's proposed approach to assisting the City with Phase I of the Defensible Space and Fuels Management Project. However, we will work with the City to refine this scope of work, where appropriate, to meet the overall needs of the project. We also understand that the project covers vegetation management activities across 159.4 acres within six distinct treatment areas in the City. We also assume that access to the treatment areas will be made available by the City.

Task 1: Biological and Cultural Resource Assessments

Task 1A Biological Resource Assessment

Dudek biologists will assess existing biological resource conditions and document the presence of special-status species and sensitive communities present or potentially present at each site. Dudek will conduct a literature review to identify known records of special-status species and sensitive habitats in the vicinity of the of each site. The literature review will include a search of the California Department of Fish and Wildlife Natural Diversity Data Base, U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation database, and the California Native Plant Society's On-line Inventory of Rare and Endangered Plants. Other relevant technical studies and/or biological resources reports from other projects in the vicinity of the project region will be reviewed, as available. Dudek biologists will then conduct a reconnaissance-level survey of the project area on foot to identify areas that provide habitat for special-status plant and wildlife species and/or any other sensitive biological resources that could constrain proposed vegetation management activities. The results of these general biological resource surveys will be incorporated into a biological survey technical memo. The results of the biological resource assessment will be presented in a letter report that will include a description of the overall purpose of the assessment, a discussion of survey methods, and a map depicting the location and extent of key biological resources, including any observed/documented sensitive resources. Dudek will recommend measures to avoid or minimize impacts to biological resources in the report.

Assumptions

- The biological resource survey can be completed in four (4) standard 8-hour workdays by two biologists, including travel, and that access will be arranged prior to survey being conducted.

Deliverables

- Preparation of one (1) draft letter report with one (1) round of review and comment from the City
- Letter report describing the results of the biological resources assessment

Task 1B Cultural Resource Assessment

Cultural resources investigations will include an inventory of all cultural resources within the Area of Potential Effects (APE). Dudek will request a records search for a 0.25-mile radius around the project treatment areas from the Northwest Information Center to obtain information on previously recorded cultural resources and investigations. Upon written notice to proceed, we will also initiate correspondence with the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for any known Native American resources identified within the APE. As part of the results of this search, NAHC will provide a Contact List of tribal individuals and organizations that may have additional information concerning resources in the vicinity. Once the City approves, Dudek will notify the traditionally geographically affiliated Native American tribes of the proposed project. We will also review the CAL FIRE tribal contact list to ensure that these contacts are included in this

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outreach effort. Following archival research, Dudek will complete an intensive pedestrian survey of the APE, excluding areas with unsafe conditions and exceeding 30 percent slope per standard practice. Dudek will document the results of the cultural resources investigation in a letter report. This report will include a project information, archaeological records check information, Native American consultation information, pre-field research, survey methods, survey results, and management strategies. Management strategies will be designed such that they are feasible for standard fuel reduction implementation strategies.

Assumptions

- A Native American monitor will not be necessary during the survey.
- No archaeological or built environment resources (buildings over 45 years in age) resources will be identified within the APE although, should we have sufficient remaining budget, we will complete baseline documentation while in the field so that we can help guide management needs.
- The survey can be completed in four (4) standard 8-hour workdays by two archaeologists, including travel, and that access will be arranged prior to survey being conducted.
- Direct records search cost will not exceed \$1,200.00

Deliverables

- Letter report with the results of the cultural resources investigation

Task 2: Fire Fuels Assessment and Treatment Plan

Task 2A Field Assessment

The Dudek Fire/Fuels Assessment Lead will conduct a field assessment to better understand the fire environment present in the project area, specifically focused on fuel loading and fuel conditions. To aid in field assessments, maps will be created with available vegetation, fuels, property boundary, and other pertinent site data. Field evaluations will include assessment and documentation of terrain, vegetation/fuel types, treatment areas, road/access conditions, landscape characteristics, and other environmental variables that increase wildfire risk or prohibit fuels treatment activities. Dudek proposes to coordinate with the City prior to conducting field evaluations to better understand local fire risk factors. Field-based fuels assessments will also be an opportunity to inform treatment prescription development and identifying vegetation management techniques, some of which may be site specific. As needed, treatment areas (or sub areas) will be mapped. We will also document the estimated quantity of trees that would require removal. Identified tree quantities will be an estimate, as conditions can change during removal operations that may necessitate additional tree removals. Trees will be quantified by species and diameter class and quantities documented by treatment area (or sub area). Individual tree locations will not be mapped. Observations of invasive species will also be documented on field maps by project area (or sub area).

Dudek will also consider the presence of riparian areas along the Napa River. Treatment prescriptions in such areas would be developed in coordination with Dudek biologists to minimize potential impacts to sensitive habitats. We will also evaluate the Bell Canyon Reservoir Watershed to identify any areas where restoration activities can be implemented to minimize erosion and potential impacts to water quality.

Deliverables

- No deliverables anticipated for this task

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Task 2B Fire Fuels Assessment and Treatment Plan

Following completion of the field assessment, Dudek will develop a Fire Fuels Assessment and Treatment Plan (Plan) to guide implementation of fuels reduction treatments anticipated under Phase II. Based on field observations, vegetation management prescriptions will be developed for each area (or sub area) and specific to the different vegetation types present. The intent of vegetation management prescriptions will be to modify fuel structures such that fire spread is reduced and the intensity of fire behavior is lessened to provide short- and long-term safety and protection of public and private assets. We will work with the City to identify the intended vegetation treatment techniques to be implemented (assumed to be hand treatment). Treatment prescriptions would consider the results of fuels, biological resource, and cultural resource surveys and associated site and temporal constraints (e.g., sensitive species locations or potential habitat, bird nesting season). Additionally, Best Management Practices (BMPs) will be prepared for the Plan area to avoid or minimize potential impacts to sensitive resources (e.g., invasive species control, erosion control). The Plan will include maps denoting the location of treatment areas and associated prescriptions. Any BMPs that are site specific will also be identified on Plan maps.

Deliverables

- One (1) edit/review cycle of the Plan with the City (final Plan to be completed after public input, described in Task 4)

Task 2C CEQA Approach Identification

As a component of Plan development, Dudek will work with the City, the County, and CAL FIRE to evaluate and identify treatments that qualify for expedited CEQA review and can be fast-tracked for implementation. It is anticipated that treatments within 100 feet of structures would qualify for a Class 4 Categorical Exemption – Minor Alterations to Land (CEQA Guidelines Section 15304). Additionally, Dudek anticipates that some treatments would qualify for fast-tracked CEQA review as Emergency Projects (CEQA Guidelines Section 15269), as they are proposed to reduce risk to critical water treatment structures in response to the effects of the LNU Lightning Complex and 2020 Glass Fire fires, which resulted in emergency situations at similar existing facilities (i.e., the loss of water tanks and long-term water quality issues). For treatments that do not qualify for fast-tracked CEQA review, Dudek will determine the appropriate level of CEQA review that is most expeditious and will reduce the need for future environmental review.

The proposed treatments may be divided into sub-treatment areas that have different environmental review and documentation requirements. This may allow for portions of the project area to be treated earlier than others. Dudek will consider different CEQA approaches for each area, including the following: Categorical Exemption (Cat Ex), statutory exemption for Emergency Projects, Mitigated Negative Declaration (MND), EIR, and CalVTP PSA. This process will also consider the results of the biological and cultural resources assessments conducted under Task 1.

Task 3: Regulatory Permitting and CEQA Compliance

Task 3A Regulatory Permitting

Based on the results of the biological resource assessment described in Task 1a above and depending on proposed fuel treatment prescriptions and site-specific conditions at each of the six project areas, Dudek permitting specialists will develop a regulatory permitting strategy for the project with the intent of identifying the most efficient path forward through local, state, and federal requirements. Because at least two of the project areas occur along the banks of the Napa River and several other projects could support aquatic or other sensitive resources, we anticipate that complete avoidance of such resources will not be feasible. As such regulatory authorizations from California Department of Fish and Wildlife (CDFW) under Section 1602 of California Fish and

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Game Code and Regional Water Quality Control Board (RWQCB) pursuant to the California Porter-Cologne Act are expected to be necessary for project effects on riparian vegetation. U.S. Army Corps of Engineers involvement is not anticipated as typical fuel treatment activities do not involve deposition of fill in waters of the United States and removal of above-ground vegetation is not a regulated activity under Section 404 of the Clean Water Act. For the purposes of this scope of work, Dudek assumes that up to two projects will require preparation of permit application packages for submittal to CDFW and RWQCB to secure these agencies' authorization of project activities. Permit applications will include a cover letter, standard application form, figures depicting the type and extent of impacts to jurisdictional features, a discussion of measures to avoid and minimize impacts, evidence of CEQA compliance, a copy of the biological resources assessment, and applicable application filing/processing fee. Submission of other project-related documents is sometimes required, as well as coordination with agency staff.

Assumptions

- Permit application filing/processing fees will be the responsibility of the City.
- Endangered Species Act consultation with USFWS will not be required

Deliverables

- Preparation of draft application packages to CDFW and RWQCB for two projects with one (1) round of review and comment from the City

Task 3B CEQA Compliance

Following determination of the appropriate CEQA compliance approach (Task 2C), Dudek will prepare the necessary CEQA documents for the Plan. We anticipate that some project areas (or sub areas) will be categorically exempt or statutorily exempt; therefore, Dudek will prepare the one-page Notice of Exemption form and/or the Categorical Exemption/Categorical Exclusion Determination Form for the City for these areas. Dudek also has experience preparing the CAL FIRE ERRF for CAL FIRE exempt projects and will work with CAL FIRE and the City to determine if this would be the appropriate approach for specific treatments.

We anticipate that project areas (or sub areas) determined not to be categorically exempt will require preparation of an MND or a CalVTP PSA. We do not anticipate that preparation of an EIR will be necessary. Dudek will determine the appropriate CEQA level of analysis (Task 2C) in consideration of the results of the biological and cultural resources assessments, as well as the fire fuels assessment and treatment plan. Based on our initial findings shown in **Table 1**, four of the six proposed treatments include land that intersects the CalVTP Treatable Landscape. Per the CalVTP Program EIR, fuel break treatments that extend from State Responsibility Areas into the Local Responsibility Area and/or intersect with the CalVTP Treatable Landscape may be evaluated under the CalVTP. Therefore, this proposal assumes that a CalVTP PSA would be the appropriate level of CEQA review if treatment areas are evaluated as a whole. Upon completion of the biological and cultural resources assessments and the fire fuels assessment and treatment plan, Dudek will review specific project details and will provide an updated scope of work if a different CEQA approach is warranted.

Assumptions

- The City is the lead agency
- No additional technical studies will be required
- The appropriate level of CEQA documentation for all treatments will be a Categorical Exemption, Statutory Exemption, or CalVTP PSA

**Table 1. Project Variables to Determine CEQA Approach**

Project Name	Size (Acres)	Structures within 100 feet	Treatment Proposed Outside 100 Feet From Structures	Intercepts CalVTP Treatable Landscape
Big Rock	29.6	Residences	Yes	Yes
Napa River at Pratt Avenue	3.4	Residences	Yes	No
Flood Project: Napa River at Pope Street	13.8	Residences	Yes	No
Water Treatment Plant	17.5	Water treatment plant	Yes	Yes
Bell Canyon Reservoir Watershed	40	Bell Canyon reservoir	Yes	Yes
Glass Fire Edge, Fantesca Winery to Spring Street	55.1	Residences, wineries, water tank	Yes	Yes

Task 4: Public Outreach

Upon completion of the draft Fire Fuels Assessment and Treatment Plan and biological and cultural resource assessments, the City will present the project and Plan to the public. Dudek will attend this meeting to answer any technical questions that may arise. Following the meeting, we will incorporate applicable public feedback into the final Plan, in coordination with the City.

Assumptions

- The City will present the project and Plan to the public.
- The City will plan, schedule, and lead the public outreach meeting.
- The final Plan will be provided to the California Governor's Office of Emergency Services for consideration for funding Plan implementation.

Deliverables

- Final Plan

Budget and Schedule of Charges

Dudek Labor Hours and Rates																	
Project Team Role:		Senior Specialist IV	Specialist II	Senior Specialist I	Analyst III	Technician III	Project Director/ Environmental	Specialist III	Specialist II	Analyst III	GIS Analyst II	Publications Specialist I	Total Dudek Hours	Dudek Labor Costs	Other Direct Costs	Total Fee	
Team Member:		Scott Eckardt	Jeremy Cawn	Adam Giacinto	Nicholas Hanten	Elizabeth Sivell	Sean O'Brien	Emily Scricca	Dana Link-Herrera	Analyst III	GIS Analyst II	Publications Specialist I					
Billable Rate:		\$235.00	\$155.00	\$195.00	\$120.00	\$75.00	\$265.00	\$165.00	\$155.00	\$110.00	\$130.00	\$90.00					
Task 1. Biological and Cultural Resource Assessments																	
1.A	Biological Resource Assessment			2				12	50		30	16		110	\$17,120.00	\$312.50	\$17,432.50
1.B	Cultural Resource Assessment			2	12	48	24				12	4	102	\$12,130.00	\$2,366.00	\$14,496.00	
Subtotal Task 1				4	12	48	24	12	50		30	28	4	212	\$29,250.00	\$2,678.50	\$31,928.50
Task 2. Fire Fuels Assessment and Treatment Plan																	
2.A	Field Assessment		2	100									102	\$15,970.00	\$750.00	\$16,720.00	
2.B	Fire Fuels Assessment and Treatment Plan		8	50						20	12	8	98	\$14,110.00		\$14,110.00	
2.C	CEQA Approach Identification		10	2					10				22	\$4,210.00		\$4,210.00	
Subtotal Task 2			20	152					10	20	12	8	222	\$34,290.00	\$750.00	\$35,040.00	
Task 3. Regulatory Permitting and CEQA Compliance																	
3.A	Regulatory Permitting			4				30	70		30	24		158	\$26,540.00		\$26,540.00
3.B	CEQA Compliance			20		8			8	40	80	24	12	192	\$24,580.00		\$24,580.00
Subtotal Task 3				24		8		30	78	40	110	48	12	350	\$51,120.00		\$51,120.00
Task 4. Public Outreach			8	8		2			2	4				24	\$4,310.00	\$250.00	\$4,560.00
Total Hours			28	188	12	58	24	42	130	54	160	88	24	808			
Total			\$6,580.00	\$29,140.00	\$2,340.00	\$6,960.00	\$1,800.00	\$11,130.00	\$21,450.00	\$8,370.00	\$17,600.00	\$11,440.00	\$2,160.00		\$118,970.00	\$3,678.50	\$122,648.50
Percent of Hours (Base)			3%	23%	1%	7%	3%	5%	16%	7%	20%	11%	3%				

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DUDEK 2022 Standard Schedule of Charges

Engineering Services

Project Director	\$310.00/hr
Principal Engineer III	\$285.00/hr
Principal Engineer II	\$275.00/hr
Principal Engineer I	\$265.00/hr
Program Manager	\$255.00/hr
Senior Project Manager	\$255.00/hr
Project Manager	\$245.00/hr
Senior Engineer III	\$240.00/hr
Senior Engineer II	\$230.00/hr
Senior Engineer I	\$220.00/hr
Project Engineer IV/Technician IV	\$210.00/hr
Project Engineer III/Technician III	\$200.00/hr
Project Engineer II/Technician II	\$185.00/hr
Project Engineer I/Technician I	\$165.00/hr
Senior Designer II	\$190.00/hr
Senior Designer I	\$185.00/hr
Designer	\$175.00/hr
Assistant Designer	\$170.00/hr
CADD Operator III	\$165.00/hr
CADD Operator II	\$155.00/hr
CADD Operator I	\$140.00/hr
CADD Drafter	\$125.00/hr
CADD Technician	\$115.00/hr
Project Coordinator	\$145.00/hr
Engineering Assistant	\$120.00/hr

Environmental Services

Project Director	\$255.00/hr
Senior Specialist IV	\$235.00/hr
Senior Specialist III	\$225.00/hr
Senior Specialist II	\$210.00/hr
Senior Specialist I	\$195.00/hr
Specialist V	\$185.00/hr
Specialist IV	\$175.00/hr
Specialist III	\$165.00/hr
Specialist II	\$150.00/hr
Specialist I	\$140.00/hr
Analyst V	\$130.00/hr
Analyst IV	\$115.00/hr
Analyst III	\$105.00/hr
Analyst II	\$95.00/hr
Analyst I	\$85.00/hr
Technician III	\$75.00/hr
Technician II	\$65.00/hr
Technician I	\$55.00/hr

Mapping and Surveying Services

Application Developer II	\$195.00/hr
Application Developer I	\$155.00/hr
GIS Analyst V	\$205.00/hr
GIS Analyst IV	\$165.00/hr
GIS Analyst III	\$145.00/hr
GIS Analyst II	\$130.00/hr
GIS Analyst I	\$115.00/hr
UAS Pilot	\$115.00/hr
Survey Lead	\$185.00/hr
Survey Manager	\$135.00/hr
Survey Crew Chief	\$115.00/hr
Survey Rod Person	\$95.00/hr
Survey Mapping Technician	\$95.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$185.00/hr
Senior Project Manager	\$175.00/hr
Construction Manager	\$160.00/hr
Project Manager	\$150.00/hr
Resident Engineer	\$150.00/hr
Construction Engineer	\$150.00/hr
On-site Owner's Representative	\$140.00/hr
Prevailing Wage Inspector	\$139.00/hr
Construction Inspector	\$135.00/hr
Administrator/Labor Compliance	\$100.00/hr

Hydrogeology/HazWaste Services

Project Director	\$305.00/hr
Principal Hydrogeologist/Engineer II	\$280.00/hr
Principal Hydrogeologist/Engineer I	\$260.00/hr
Senior Hydrogeologist V/Engineer V	\$240.00/hr
Senior Hydrogeologist IV/Engineer IV	\$230.00/hr
Senior Hydrogeologist III/Engineer III	\$220.00/hr
Senior Hydrogeologist II/Engineer II	\$210.00/hr
Senior Hydrogeologist I/Engineer I	\$200.00/hr
Project Hydrogeologist V/Engineer V	\$185.00/hr
Project Hydrogeologist IV/Engineer IV	\$175.00/hr
Project Hydrogeologist III/Engineer III	\$165.00/hr
Project Hydrogeologist II/Engineer II	\$155.00/hr
Project Hydrogeologist I/Engineer I	\$145.00/hr
Hydrogeologist/Engineering Assistant	\$120.00/hr

District Management & Operations

District General Manager	\$210.00/hr
District Engineer	\$205.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$135.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$80.00/hr
Grade I Operator	\$75.00/hr
Operator in Training	\$75.00/hr
Collection Maintenance Worker	\$75.00/hr

Creative Services

Creative Services IV	\$165.00/hr
Creative Services III	\$150.00/hr
Creative Services II	\$135.00/hr
Creative Services I	\$120.00/hr

Publications Services

Technical Editor IV	\$165.00/hr
Technical Editor III	\$150.00/hr
Technical Editor II	\$135.00/hr
Technical Editor I	\$120.00/hr
Publications Specialist IV	\$120.00/hr
Publications Specialist III	\$110.00/hr
Publications Specialist II	\$100.00/hr
Publications Specialist I	\$90.00/hr
Clerical Administration	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

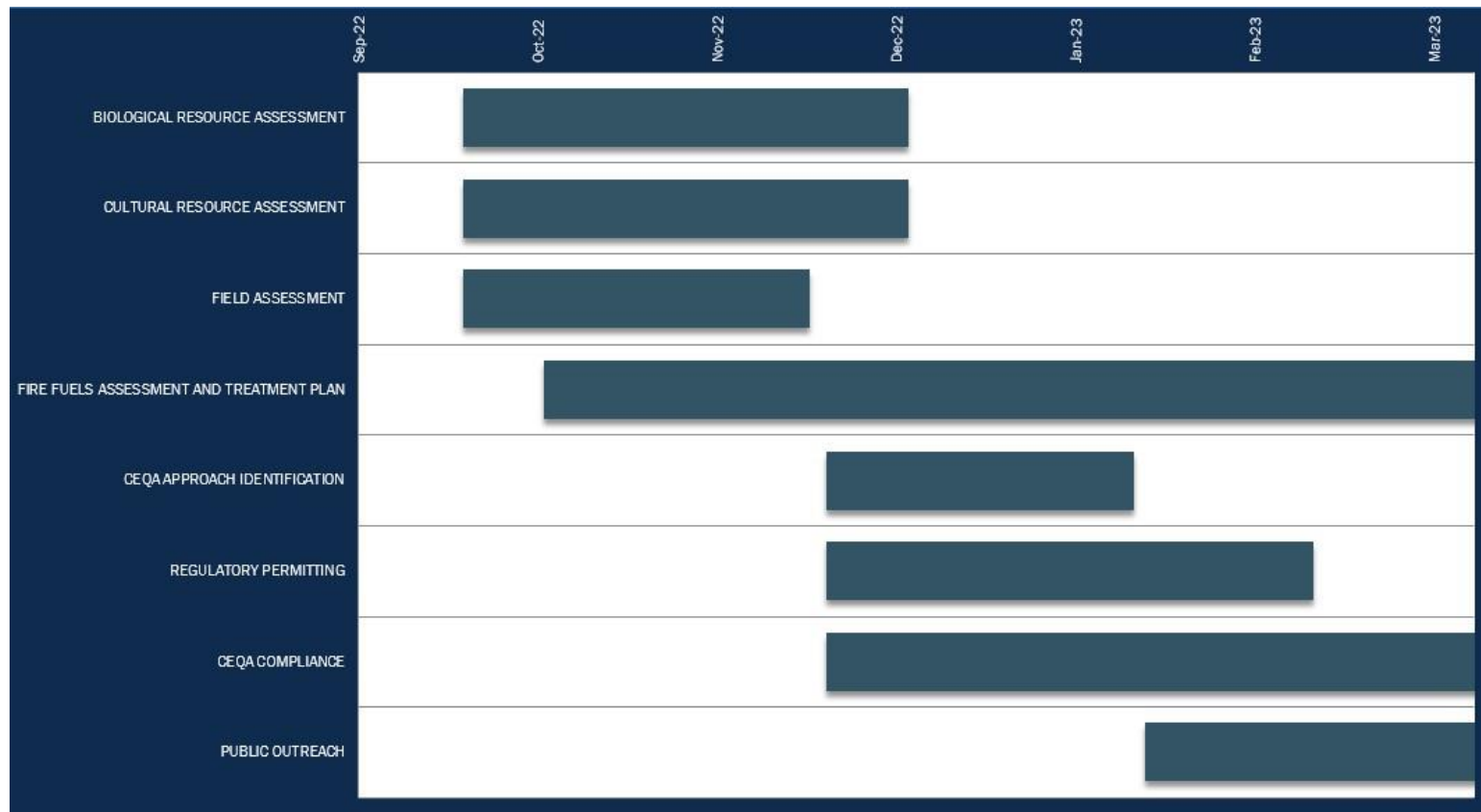
Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

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EFFECTIVE JANUARY 1, 2022

Work Schedule



Services Agreement

Dudek respectfully requests adding the following sentence to the end of section 8B:

Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

Dudek respectfully requests adding the following sentence to the end of section 11A:

Any reuse of the Work Product beyond the original project or modifications to the Work Product without Consultant's consent shall be at City's sole risk.

Appendix A

Resumes



Scott Eckardt, RPF

PROJECT MANAGER, LICENSED FORESTER

Scott Eckardt is a project manager and licensed forester with 23 years' professional experience in the natural resource management field, specializing in forest resource and fire management issues in open-space and wildland-urban interface (WUI) areas throughout California. Mr. Eckardt's project experience includes assessment and inventory of woodlands and forests; monitoring of woodland and forest resources on development sites; assessment of fire and fuel hazard conditions; WUI inspections for local fire departments; preparation of fire protection plans (FPPs) and Community Wildfire Protection Plans (CWPPs); GPS mapping; environmental monitoring; and preparation of assessment reports, oak woodland management, preservation plans, and California Environmental Quality Act (CEQA) technical documents. In addition, he routinely utilizes geographic information system (GIS) data and aerial imagery in mapping, analysis of resource data, preparation of project plans, conducting project impact analyses, evaluating mitigation opportunities, and modeling fire behavior and wildfire hazard conditions. Mr. Eckardt previously worked for the California Department of Forestry and Fire Protection (CAL FIRE) in South Lake Tahoe, where he conducted fuel reduction, vegetation thinning, and forest rehabilitation projects.

Project Experience

Community Wildfire Protection Plan (CWPP) and Program Environmental Impact Report (PEIR), Santa Barbara Fire Department, City of Santa Barbara, California.

Mr. Eckardt served as the lead author and prepared the CWPP for the City of Santa Barbara, a comprehensive plan intended to mitigate the impact of wildland fire to the City. The project served to update the City's 2004 Wildland Fire Plan and involved conducting a wildfire hazard assessment, which involved field evaluations, research, spatial data analysis, and fire behavior modeling. Fire behavior modeling utilized FlamMap software to evaluate the potential for extreme fire behavior. The results of this assessment helped to identify and prioritize projects to be included in the CWPP. Mr. Eckardt also supported the project's community outreach component, drafted sections of the PEIR, and worked closely with other Dudek technical staff to clarify the recommended actions included in the CWPP. The CWPP and PEIR were both finalized and adopted in February 2021.

Gaviota Coast Community Wildfire Protection Plan. Mr. Eckardt is currently working with the Santa Barbara Fire Safe Council to develop the CWPP for the Gaviota Coast. The plan area encompasses approximately 100,000 acres extending from the City of Goleta in the east to Point Conception in the west. The plan area includes a variety of land uses, including residential, recreation, ranching, agriculture, and open space management. To date, Mr. Eckardt has completed the wildfire hazard analysis for the plan area using the fire behavior modeling and integrated hazard mapping tools included in the Interagency Fuels Treatment Decision Support System application. He is also in the process of conducting stakeholder outreach with two development team meetings and one community meeting held, and agency and additional community meetings planned. The CWPP is also being drafted and anticipated to be completed in 2022.



Education

California State University,
Long Beach
MA, Geography, 2006
California Polytechnic
State University,
San Luis Obispo
BS, Forestry and Natural
Resources Management,
1998

Certifications

Registered Professional
Forester (RPF), No. 2835
Certified Arborist,
No. WE-5914A
Association for Fire
Ecology Certified Wildland
Fire Manager

Professional Affiliations

Association for Fire
Ecology (AFE)
International Society of
Arboriculture (ISA)

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Professional Forestry Services for Fuel Management Grant, City of San Carlos, California. Mr. Eckardt managed planning and environmental review services in support of a FEMA grant-funded fuel management project being implemented by the City of San Carlos. The project involved field assessment, biological and cultural resource surveys, and environmental review under CEQA. Proposed fuel management activities are planned on approximately 100 acres of community open space in the City's wildland urban interface (WUI) and include grazing, brush and tree thinning/pruning, herbicide treatment of invasive species, and vegetation chipping and mastication.

Teague Hill Shaded Fuel Break Project, Fire Safe San Mateo, San Mateo County, California. Mr. Eckardt managed preparation of an Environmental Review Report Form (ERRF) per CAL FIRE standards to evaluate the environmental effects of fuel management activities being conducted by Fire Safe San Mateo within the Teague Hill Preserve, owned by Midpeninsula Open Space District. This project was funded by a CAL FIRE Fire Prevention Program Grant and project tasks involve conducting forest resources and fuels surveys and biological and archaeological resources field surveys to evaluate potential constraints to proposed fuel reduction activities. Preparation of the ERRF form was conducted for project-related environmental compliance under CEQA.

Forest Health Plan and for Sanborn and Upper Stevens Creek County Parks, Santa Clara County Parks, Santa Clara County, California. Served as the lead forester and project manager and drafted a forest health plan covering Sanborn County Park (3,400 acres) and Upper Stevens Creek County Park (1,280 acres). Santa Clara County Parks engaged Dudek to develop a plan to proactively address management of forest threats (e.g., wildfire, Douglas-fir encroachment, pathogens) to maintain high recreational value in both Parks. The Parks are located in the the Santa Cruz Mountains, characterized by steep terrain and dominated by Douglas-fir/tanoak forest, oak woodland, and redwood forest, and include numerous recreational amenities (e.g., campsites, trails, picnic areas). Preparation of the plan involved extensive field surveys to evaluate forest health conditions, identifying management actions and projects to address observed forest health issues, outlining management recommendations and a plan implementation framework, and developing special-status species avoidance and impact minimization measures.

Vegetation Management Plan, Oakland Fire Department, City of Oakland, California. Prepared a Vegetation Management Plan (VMP) for the City of Oakland Fire Department. The scope of the VMP covers nearly 2,000 acres of City-owned land, along with over 300 miles of roadside treatment areas in the City's designated Very High Fire Hazard Severity Zone. The VMP outlines vegetation management techniques and standards to reduce the likelihood of extreme fire behavior and promote public and firefighter safety. Prioritization of vegetation treatment areas considers these variables and the size, physical characteristics, and spatial distribution of City-owned parcels throughout the VMP area. Supporting the project's environmental review process, which is currently underway.

Wildfire Specialist, Hazard Mitigation Grant Program (HMGP) Feasibility and Effectiveness Reviews, FEMA Region IX and X and FEMA National Technical Reviews (NTR). Mr. Eckardt supported the HMGP review processes for FEMA Regions IX and X by conducting initial reviews of subapplications for wildfire mitigation projects, focusing on evaluating whether proposed projects meet FEMA standards for inclusion in the HMGP, whether the projects were feasible, and whether the projects would effectively mitigate wildfire hazard. Mr. Eckardt supported the NTR process by conducting initial reviews and Quality Assurance (QA) reviews of preliminary subapplications for wildfire mitigation projects. Initial reviews focused on evaluating whether proposed projects meet FEMA eligibility requirements, whether the projects were feasible, and whether the projects would effectively mitigate wildfire hazard. QA reviews focused on determining whether the subapplication package accurately described the proposed project and whether documentation provided supports a determination of project feasibility. Mr. Eckardt also re-analyzed subapplicant's BCA reviews where necessary and where project documentation supported a re-analysis.

Jeremy Cawn, RPF

URBAN FORESTRY SPECIALIST

Jeremy Cawn is an urban forestry and wildfire mitigation specialist with 8 years' experience as an arborist, utility forester, and hazardous vegetation management program manager. Mr. Cawn's arboricultural experience includes urban forest inventory and management, hazard tree assessments, pest and disease surveys, tree protection ordinance administration, new development plan review, and tree maintenance contract administration. Mr. Cawn previously worked as an arborist and forester for New York City, the City of Claremont, and the City of Glendale. Prior to his work experience in urban forestry and vegetation management, Mr. Cawn spent 11 years working as a wildland fire fighter and a prescribed fire specialist.

Project Experience

Reservoir A Hazardous Fuel Reduction, El Dorado Irrigation District, El Dorado County, California. Worked with the El Dorado Irrigation District to establish and a hazardous fuels reduction project at the Reservoir A Facility. Marked project boundaries, coordinated fuel treatment work with brush abatement vendors, and ensured fuel reduction work adhered to the Board of Forestry's Forest Practice Rules. (2021)

Creek Fuel Assessment Report, Santa Clara Valley Water District, Santa Clara County, California. Assessed creek reaches within the water district for wildfire risk and potential for adjacent structure ignition. Project included the creation of an assessment form for use on the current project and future assessments, field inspection, and a report with the summary of the assessment plus wildfire risk management recommendations (2021-2022).

Fire Safe San Mateo Fuel Reduction Projects, San Mateo County, California. Evaluated three hazardous fuel reductions projects Devonshire Canyon Hazardous Tree Removal, Cattle Hill Fuel Reduction, and Highway 35 Shaded Fuel Break) proposed by Fire Safe San Mateo County and prepared CAL FIRE environmental exemption reports for each project. Project evaluation included site assessments of the vegetation cover, fuel models and fuel loads in each project area, and the assessment of treatment methods, Environmental reports were created based on field assessments and provided to CAL FIRE for project approval. projects. (2021-2022)



Education

Northern Arizona University
Professional Certification, Fire Ecology and Hazardous Fuels Management, 2013

Southern Illinois University
BS, Forestry (Natural Resource Management), 2001

Certifications

ISA Certified Arborist, Municipal Specialist
No. NY-5876AM

ISA Tree Risk Assessor Qualification

Registered Professional Forester (RPF), No. 3007

NFPA Certified Wildfire Mitigation Specialist

Professional Affiliations

SoCal Fire Prevention Officers Association

International Society of Arboriculture

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Relevant Previous Experience

Glendale Fire Department, Glendale, California. Served as a Fire Prevention Inspector. Administered the Department's Vegetation Management Program performing all of the public outreach, private and public property inspections, enforcement, and abatement contract management. Re-worked the entire program, transitioning it from a Company-led program to a Prevention-led program. Implemented a new digital inspection software and notification service. Updated the Fire Department's operational guide for the Vegetation Management Program. Provided technical expertise and guidance for the update of the City's Hazardous Vegetation Ordinance during the 2019–2020 Building and Safety code cycle. (2018–2021)

Glendale Public Works Department, Glendale, California. Served as the Arborist Technician with the primary responsibility of administering the City's Indigenous Tree Ordinance. Performed inspections for tree work permits, investigated and enforcement ordinance violations, and reviewed new construction plans for properties with protected tree species and recommended mitigation strategies. Fulfilled duties of the City's Urban Forester while that position was vacant, including the review of capital improvement projects, drafting street tree planting plans for specific neighborhoods, and updating sections of the City's Urban Forest Management Plan. (2015–2017)

Community Services Department, Claremont, California. Served as the City Arborist. As the sole City forestry expert employed by the City, managed most of the day-to-day operations for the City's urban forest, including responding to service requests from the public, managing the City's tree service contract by creating work orders, scheduling routine work zones, and establishing best work practices; performed disease and pest surveys; and planned street tree planting programs. Assisted in the creation of the City's Street Tree Watering program during the 2012–2016 drought. (2015–2017)

Department of Parks and Recreation Brooklyn Borough, New York, New York. Served as a forester. Monitored tree work performed by City tree service contractors, responded to resident service requests, evaluated street tree planting sites for tree plantings as part of the City's Million Trees Program, and performed hazard tree assessments in the areas of the borough flooded by superstorm Sandy. (2013–2014)

Presentations

"The Vegetation Management Program." Glendale Fire Department, Glendale, California, April 2021.

"Wildfire Prevention and Vegetation Management." The American Institute of Architects, Eagle Rock, California April 2020.

"Claremont trees in the drought." The University Club of Claremont, Claremont, California, June 2017.

Adam Giacinto, RPA

ARCHAEOLOGIST

Adam Giacinto is an archaeologist with 17 years' experience preparing cultural resource reports; site records; management plans; environmental documents; and managing archaeological surveys, evaluation, monitoring, and data recovery-level investigations. His research interests include prehistoric hunter-gatherer cultures and contemporary conceptions of heritage. His current research focuses on the social, historical, archaeological, and political mechanisms surrounding heritage values. He has gained practical experience in archaeological and ethnographic field methods while conducting project-related work and research throughout the western United States. Mr. Giacinto has provided or is currently under contract to provide services for the following projects:

Project Experience

Development

Cultural Resources Study for Drought Mortality Reforestation Planning, El Dorado Irrigation District, Placerville, California. As principal archaeological investigator, Mr. Giacinto coordinated cultural resources inventory of this project area. Work included a CHRIS records search, NAHC Sacred Lands file search, archaeological survey, and preparation of a technical report for CEQA, Section 106, EID, and CAL FIRE compliance. Dorado Canal.

Cultural Resources Study for San Francisco Proscribed Burn Program, San Mateo Conservation District, Sn Francisco Public Utilities Commission Land, Cal Fire, California. As principal archaeological investigator, Mr. Giacinto coordinated cultural resources inventory of this approximate 800 acre project area. Work included a CHRIS records search, NAHC Sacred Lands file search, archaeological survey, recordation of 5 cultural resources, providing CAL FIRE resource management recommendations, and preparation of a technical report for CEQA, Section 106, and CAL FIRE compliance.

Cultural Resources Study for Ben Clark Training Center Fuel Reduction Program, County of Riverside Fire, Riverside, California. As principal archaeological investigator, Mr. Giacinto coordinated cultural resources inventory of this approximate 400 acre project area. Work included a CHRIS records search, NAHC Sacred Lands file search, archaeological survey, and preparation of a technical report for CEQA, Section 106, Riverside County Fire, and CAL FIRE compliance. Location includes traditional Native American landscape considerations and falls within NRHP-eligible WW II Era Camp Haan. Management strategies and maps for supporting fuel reduction work while avoiding cultural resources were provided.

Cultural Resources Study for Lake Elsinore Fuel Break, County of Riverside, Riverside, California. As principal archaeological investigator, Mr. Giacinto has been contracted to oversee archaeological surveys and reporting for this project. Work included review of CHRIS records search, NAHC Sacred Lands file search, archaeological survey,



Education

San Diego State University
MA, Anthropology, 2011
Santa Rosa Junior College
AA, Anthropology, 2004
Sonoma State University
BA, Anthropology/
Linguistics, 2006

Professional Affiliations

Register of Professional Archaeologists
Society for California Archaeology
American Anthropological Association
Institute of Archaeomythology
American Anthropological Association

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and preparation of a technical report for CEQA (multiple local agencies), Section 106, and CAL FIRE compliance. Work occurred under Cal VTP.

Cultural Resources Study for Girls Scouts Camp, County of San Diego, California. As principal archaeological investigator, Mr. Giacinto has been contracted to oversee archaeological surveys and reporting for this project. Work will include review of CHRIS records search, NAHC Sacred Lands file search, archaeological survey, and preparation of a technical report for CEQA (County of San Diego), Section 106, and CAL FIRE compliance. Work occurred under Cal VTP.

Pacific Gas& Electric Vegetation Management, Central Valley and Western Central Sierras, California. As Co-Principal archaeological investigator, Mr. Giacinto collaboratively coordinates a team in completing survey, monitoring, cultural reviews, tribal coordination, and other related documentation required for PG&E vegetation management projects throughout the Central Valley, western Sierra Nevada, and into the Central Coast. To date, 200 task orders for individual projects have been completed.

Cultural Resources Studies for Highway 35 Fuel Reduction Program, San Mateo Conservation District, California. As supporting archaeologist, prepared scope and budget, provided senior QA/QC and guidance. Included records search, survey, tribal notification, and letter report preparation. Compliance with CEQA and CAL FIRE standards.

Cultural Resources Studies for Highway 84 Fuel Reduction Program, San Mateo Conservation District, California. As supporting archaeologist, prepared scope and budget, provided senior QA/QC and guidance. Included records search, survey, tribal notification, and letter report preparation. Compliance with CEQA and CAL FIRE standards.

City of Rohnert Park On-Call Cultural Resources Services, Sonoma County, California. As Principal archaeological investigator, Mr. Giacinto has provided recommendations, attended AB 52 consultation meetings, and overseen work for more than a half-dozen projects throughout the City of Rohnert Park.

City of Saint Helena On-Call, Napa County, California. On contract to provide cultural support. One project of note, the Hunter Subdivision, included Dudek records search, pedestrian survey, extended Phase I testing, ground penetrating radar, tribal outreach, and prepared cultural resources report for residential subdivision project proposed within NRHP eligible archaeological district.

Cloverdale Unified School District On-Call Projects, Sonoma County, California. As Principal archaeological investigator, Mr. Giacinto coordinated NWIC, NAHC, and Native American correspondence, archaeological survey, and preparation of a technical report for 5 Cloverdale unified school district projects. Projects involved CEQA considerations and Section 106 compliance for USACE review.

Napa Roundabouts Project, City of Napa, California. As Principal archaeological investigator completed Native American coordination, preparation of an ASR and HRER, review of historical and geoarchaeological documentation, and successfully developed, implemented, and reported upon an XPI Investigation, including preparation of a XPI Proposal and technical report.

Shaded Fuel Break, County of Fresno, California. Dudek has an on-call with County of Fresno for forestry and environmental services. Under this contract Mr Giacinto oversaw cultural studies for Mout Heather and Little field shaded fuel breaks. As principal archaeological investigator, Mr. Giacinto coordinated cultural resources inventory of this approximate 40 acre project area. Work included a CHRIS records search, NAHC Sacred Lands file search, archaeological survey, and preparation of a technical report for CEQA, Section 106, and CAL FIRE compliance.

Cultural Resources Study Fuel Management Project, San Carlos, California. As principal archaeological investigator, Mr. Giacinto coordinated cultural resources inventory of this approximate 130 acre project area. Work included a CHRIS records search, NAHC Sacred Lands file search, archaeological survey, and preparation of a technical report for CEQA, Section 106, and CAL FIRE compliance. The project was funded by a FEMA grant.

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Sean O'Brien

PRINCIPAL/SENIOR BIOLOGIST

Sean O'Brien is a biologist with more than 27 years' experience in the planning, management, and implementation of natural resource-related projects throughout California. Mr. O'Brien specializes in biological resource impact assessment, wetlands and endangered species permitting, mitigation planning, and biological compliance monitoring program development for public and private clients. His primary focus has been on management of projects that involve preparation of biological resource evaluations and regulatory permit applications to secure local, state, and federal approvals on behalf of his clients.

Mr. O'Brien has been involved with numerous large and complex projects throughout Northern California requiring management of multidisciplinary project teams, preparation of complex environmental documents on accelerated schedules, and negotiations with the regulatory agencies. He has successfully negotiated with, and obtained regulatory approvals from, the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, National Marine Fisheries Service, Regional Water Quality Control Board, and California Department of Fish and Wildlife for dozens of projects encompassing the water, transportation, and renewable energy markets. In addition to his permit acquisition experience, Mr. O'Brien has led the development and implementation of numerous biological construction monitoring/permit compliance programs.



Education

California Polytechnic
State University,
San Luis Obispo
BS, Ecology and
Systematic Biology, 1993

Professional Affiliations

Association of
Environmental
Professionals
Association of State
Wetland Managers
Society of Wetland
Scientists

Project Experience

Cal Fire State Route 17 Emergency Shaded Fuel Break Project, Santa Clara County, California. Served as project manager for this complex fuel reduction project extending along the State Route 17 corridor from the Town of Los Gatos south to the Santa Clara County/Santa Cruz County boundary. This project is one of the State of California's 35 high-priority projects intended to reduce public safety hazards associated with catastrophic wildfire and to protect California's most wildfire-vulnerable communities. Managed a large team of technical staff including biologists, arborists, foresters, archaeologists, and water quality specialists to support implementation of the 6.5-mile-long fuel reduction project. Directed technical staff and collaborated with Cal Fire, Santa Clara County Fire Safe Council, representatives from CDFW and RWQCB, and stakeholders to advance the project forward and ensure project compliance with environmental requirements.

San Francisco Public Utilities Commission Prescribed Burn Project, San Mateo Resource Conservation District, San Francisco Peninsula Watershed, California. Served as biological resources task lead for this element of the RCD's Forest Health and Fire Resiliency Program which involved prescribed fire on an approximately 1000-acre portion of the San Francisco Public Utilities Commission's Peninsula Watershed to reduce existing fuel loads and restore a more natural fire regime. Oversaw and directed biological resources staff in the preparation of a wildlife resource assessment to support biological resources documentation under the California Environmental Quality Act (CEQA). Coordinated with CAL FIRE and SFPUC natural resources staff in the analysis to ensure development

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of feasible mitigation measures for special-status wildlife species, including Mission blue butterfly (*Icaricia icarioides missionensis*), San Francisco garter snake (*Thamnophis sirtalis tetrataenia*), California red-legged frog, and San Francisco dusky-footed woodrat (*Neotoma fuscipes*).

Goat Trail Fuel Break/Escape Route Project, Santa Clara County Firesafe Council, Santa Clara County, California.

Project manager for an approximately 1.5-mile long wildland fuel reduction project along both sides of Gist Road and Bear Creek Road in the Santa Cruz Mountains. Supervised biological resources staff who conducted pre-project biological clearance surveys for nesting birds, various special-status species, and other sensitive biological resources to ensure impact avoidance during implementation of fuel reduction activities. Worked with Firesafe Council staff to ensure appropriate staffing and documentation of work efforts. Performed senior review and QA/QC of project status and project completion documentation.

City of Livermore Stream Maintenance Program Permitting, Alameda County, California. Served as permitting task manager for the City of Livermore's Stream Maintenance Program. The Stream Maintenance Program provides a programmatic permitting framework for implementation of a variety of stream maintenance and management activities in creeks, basins, and flood control channels to reduce flood risk. Prepared first annual notification package that described proposed maintenance activities, potential impacts on jurisdictional areas and special-status species, and associated minimization measures based on Stream Maintenance Program framework. Collaborated with city staff, agency representatives, and stakeholders to refine list of critical first-year projects and approach to program implementation. Led development of a project-specific mitigation strategy to offset impacts of first-year projects on jurisdictional areas and special-status species.

Alameda County Water District Large-Diameter Hayward Fault Seismic Retrofit Project, Alameda County, California. This project involved the seismic retrofit of existing, large-diameter, potable water transmission pipelines that cross the Hayward Fault in Alameda County Water District's service area. Managed a team of wildlife biologists, botanists, wetlands specialists, environmental planners, and archaeologists to provide technical studies in support of the project's CEQA review documentation and regulatory permitting processes. Provided quality assurance/quality control review of the CEQA documentation and all elements of the regulatory permit application packages.

SFO West-of-Bayshore Property Endangered Species Management Plan, San Mateo County, California. Due to long-term flood-control management issues and associated agency-imposed permitting requirements for work on SFO's West-of-Bayshore property (a property that supports populations of federally-protected San Francisco garter snake [SFGS] and California red-legged frog [CRLF]), SFO pursued development of a threatened and endangered species management plan (Recovery Action Plan; RAP) to address these issues. The RAP is intended to result in larger, more stable populations of SFGS and CRLF through a variety of habitat enhancement actions while also allowing for flood control and other operations and maintenance objectives on the property. Mr. O'Brien guided formulation of the preliminary recovery concept, project design details, and cost analyses, as well as preparation of all the regulatory permitting documentation. Collaborated with a multidisciplinary team of engineers, hydrologists, biologists, wetlands scientists, and planners in the design and CEQA environmental review phases. Provided strategic biological assistance and annual monitoring and reporting support to SFO during RAP implementation.

Newell Creek Dam Inlet/Outlet Replacement Project, Santa Cruz County, California. Served as the Biological Resources task lead for CEQA environmental compliance and regulatory permitting tasks in support of this complex, multi-year project. The project involves replacement of the existing inlet/outlet works in a new location at Loch Lomond Reservoir and includes other associated improvements to protect the City of Santa Cruz's ability to deliver drinking water to its customers and to comply with Department of Safety of Dams requirements. Led the biological resources inventory and assessment tasks and provided key support for state and federal environmental permitting strategies and submittals.



Dana Link-Herrera

PROJECT MANAGER

Dana Link-Herrera is a project manager and urban forestry and wildfire planner with 6 years' experience and a strong foundation in urban and regional planning and the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA). She has a diverse background working in natural resource management, public universities, tribal communities, community outreach, permitting support, and environmental analysis.

Ms. Link-Herrera provides analytical, technical, and project management support for fuel reduction, vegetation thinning, and forest rehabilitation projects. She is experienced in preparing analyses in accordance with CEQA/NEPA, California Department of Fire and Forestry (CAL FIRE) guidelines, and regional/local guidelines. She has experience conducting site visits and field work, doing regulatory setting research, analyzing pre- and post-project conditions, and providing feasible mitigation measures when necessary. She is skilled at reviewing and synthesizing highly technical information into comprehensive environmental analyses and reports. She works collaboratively with Dudek's certified arborists, licensed foresters, wildfire protection planners, GIS, and technical staff to plan projects and prepare urban forest management plans, fire protection plans (FPPs), community wildfire protection plans (CWPP), and technical analyses in accordance with CEQA/NEPA, CAL FIRE, and local/regional guidelines.

Project Experience

Montecito Vegetation Management Plan, CalVTP Project Specific Analysis/

Addendum, Montecito Fire Protection District, California. Served as project manager in preparation of a tiered project specific analysis/addendum under the CalVTP PEIR for the proposed Vegetation Management Program (VMP) in the community of Montecito, which would be implemented over a 10-year timeframe. The VMP includes a network of roadside fuels treatment using manual treatment methods as well as vegetation reduction in interspersed open space areas using prescribed herbivory along steep slopes. Worked collaboratively with Dudek biologists, archaeologists, GIS specialists, CEQA analysts and the Montecito Fire Protection District implement Standard Project Requirements, coordinate biological and cultural resources field surveys, consult regulatory agencies, revise fuel treatment prescriptions, prepare project maps, and refine work areas based on sensitive resources and site constraints. Created a mitigation monitoring and reporting program tracker for use in the field to facilitate implementation of standard project requirements and mitigation measures.

Sanborn and Upper Stevens Creek Forest Health Plan, CalVTP Project Specific Analysis/Addendum,

Santa Clara County Parks, California. Served as project manager in preparation of a tiered project specific analysis/addendum under the CalVTP PEIR for the proposed Sanborn and Upper Stevens Creek County Parks Forest Health Plan, which provides vegetation management prescriptions to be implemented over a 10-year time frame in two County parks. Worked collaboratively with Dudek technical staff, GIS, and Santa Clara County Parks



Education

California State
Polytechnic University,
Pomona
MURP, Urban and
Regional Planning, 2019
University of California,
San Diego
BA, International Studies
(Environmental Studies
minor), 2011

Professional Affiliations

American Planning
Association (APA)
Association of
Environmental
Professionals (AEP)

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staff to implement Standard Project Requirements and coordinate field surveys in both parks simultaneously. Consulted regulatory agencies and refined work areas and treatment prescriptions based on sensitive resources and site constraints. Created an implementation tool for use by field staff to implement Standard Project Requirements and mitigation measures prior to, during, and after treatment activities.

La Purisima Fuel Reduction Project, California Vegetation Treatment Program (CalVTP) Program EIR Project Specific Analysis/Addendum, Santa Barbara County Fire Department, California. Provided project management support and served as lead environmental analyst in preparation of a tiered project specific analysis/addendum under the CalVTP PEIR for the proposed fuel reduction project along La Purisima Ridge in northern Santa Barbara County between the City of Lompoc and Los Alamos Valley. Worked collaboratively with Dudek technical staff, GIS, and the Santa Barbara County Fire Department to conduct site visits, coordinate biological and cultural resources field surveys, contact regulatory agencies, prepare fuel treatment prescriptions, prepare project maps, and refine work areas based on sensitive resources and site constraints. Created a mitigation monitoring and reporting program tracker for use in the field to facilitate implementation of standard project requirements and mitigation measures.

Santa Barbara Community Wildfire Protection Plan (CWPP) and EIR, City of Santa Barbara, California. Assisted with preparation of the Santa Barbara CWPP and the accompanying program-level EIR. Worked collaboratively with the project team to prepare and update the citywide CWPP and conduct an in-depth program-level environmental analysis in accordance with CEQA and local and regional policies while meeting the CAL FIRE grant funding guidelines and schedule.

Hitch Ranch Project EIR, City of Moorpark, California. Worked collaboratively with Dudek fire protection planners to prepare a FPP and accompanying EIR wildfire section for the project, which includes single-family residential development and outdoor recreational space located in a very high fire hazard zone/wildland-urban interface area. Served as lead author for the CEQA wildfire analysis, which incorporated technical information and fire behavior modeling conducted for the FPP. The analysis included a review of the existing fire environment, fire behavior modeling for pre- and post-project conditions, proposed fuel modification zones, and mitigation measures.

Entrada South and Valencia Commerce Center Project Supplemental EIR, Unincorporated Los Angeles County, California. Dudek provided fire protection planning services for the project, including preparation of an FPP, a Construction Fire Protection Plan, and a wildfire analysis in accordance with CEQA for inclusion in the EIR. The project includes single-family residential and commercial development located in very high and high fire hazard zones as part of the development facilitated by the state-approved Newhall Ranch Resource Management and Development Plan and Spineflower Conservation Plan within the Entrada and Valencia Commerce Center Planning Areas in the County of Los Angeles. Collaborated with Dudek's urban forestry specialists and fire planners to conduct the CEQA wildfire analysis and incorporate the Dudek-prepared technical analysis. The analysis included fire behavior modeling for pre- and post-project conditions and proposed fuel modification zones and mitigation for the project.

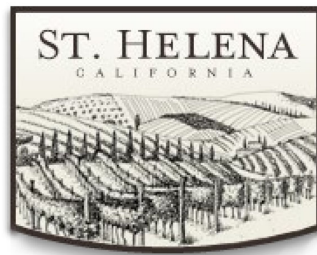
Mesa Wind Repower Project, EIR, CDFW, Riverside County, California. Provided technical support and served as lead author for the aesthetics, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, population and housing, public services, utilities, and wildfire analyses in accordance with CEQA for the Mesa Wind Repower Project, which involves decommissioning and removal of over 400 existing wind turbine generators (WTGs) and constructing, operating and maintaining up to 9 new WTGs that would be up to 499 feet tall, and installation of overhead and underground collector lines and substation upgrades. The project is located on 401 acres of BLM-administered lands. Key issues include consistency with the Desert Renewable Energy Conservation Plan, and BLM plans, policies and regulations.

DUDEK

800.450.1818 | HELLO@DUDEK.COM

DUDEK.COM





CITY OF ST. HELENA
ADMINISTRATIVE SERVICES

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
**REQUEST FOR PROPOSALS TO PROVIDE CONSULTING SERVICES FOR
PHASE I – ST. HELENA DEFENSIBLE SPACE AND FUELS MANAGEMENT PROJECT**

DATE ISSUED: Thursday, July 28, 2022

DATE DUE: Tuesday, August 16, 2022, 4PM

CONTACT: Mandy Kellogg, Administrative Services Director
mkellogg@cityofstheleena.org
(707) 312-1260

ALL RESPONSES SENT MUST BE SENT ELECTRONICALLY TO:

MKELLOGG@CITYOFSTHELENA.ORG

Subject line of e-mail must read:

RFP: Phase I – St. Helena Defensible Space and Fuels Management

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I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco.

The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876 and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, St Helena has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The official population of the City of St. Helena as of 2017 is 6,033 (CA Department of Finance). St. Helena is a full-service city and encompasses an area of four square miles. The City's General Fund Budget is approximately \$14.3 million.

II. GENERAL INFORMATION

The City of St. Helena was recently awarded Hazard Mitigation Grant Program (HMGP) funds for the St. Helena Defensible Space and Fuels Management project. This project will create defensible space in six high risk areas covering 159 acres by removing vegetation within 100 feet from roadways and critical water facilities in the proposed areas. This is a phased project. Phase I consists of Planning Tasks and no groundbreaking activity can be conducted without approval from Cal OES and FEMA.

The City of St. Helena is requesting proposals from qualified firms for professional services to conduct a planning study, including biological and cultural resources assessments, fire fuels assessment and treatment plans, acquisition of required agency permits, and preparation and filing of CEQA compliance documents. The selected firm will act as a lead consultant providing pre-construction assessments, surveys, and permits for the project.

The LNU Lightning Complex and 2020 Glass Fire disasters posed a significant threat and resulted in damages to areas located in and around St. Helena. Napa County lost 642 homes in the Glass Fire, principally in Deer Park and City of St. Helena. The City of St. Helena lost three water tanks, which was the primary water source for the Meadowood subdivision served by the City of St. Helena. In addition, the watershed surrounding the City's Bell Canyon Reservoir was completely burnt in the fire, risking the critical water treatment structures as well as affecting long term water quality issues in the reservoir.

Reducing the amounts of hazardous dead fuels caused by the Glass fire is critical as they have created an additional fire risk for the City of St. Helena, which is already prone to fire risk due to the vegetation that surrounds the community. Further, roadways important for evacuations or firefighting could be impacted by fire. Additionally, homes have much accumulation of dead fuels near the properties that have caused future fire concerns. Therefore, it is critical to also create defensible space around the locations identified as high fire risk in St. Helena by creating a buffer between the identified structures and grass, trees, shrubs, and wildland areas that surround them. The proposed project will slow the

rate of spread for future wildfires, making them more manageable and reducing damage to structures.

III. QUALIFICATIONS

- In-depth knowledge of the Hazard Mitigation Grant program and administration requirements.
- A clear understanding of the defensible space and fuels management needs for the community of St. Helena.
- Extensive experience with planning studies, including biological and cultural resources assessments, fire fuels assessment and treatment plans, acquisition of required agency permits, and preparation and filing of CEQA compliance documents.

IV. SCOPE OF WORK

The below scope of services includes the major tasks required to complete the planning study. Proposals should include any recommended additional tasks determined necessary to meet the objective defined above and reasoning behind such approach. The successful consultant will coordinate with the City to ensure all deliverables under Phase I (Planning Tasks) are fulfilled, and all deadlines are met.

TASKS:

1.1 Biological and Cultural Resource Assessments

Experts in vegetation and wildlife ecology will conduct an assessment of each site by reviewing databases and visually inspecting each site. Sensitive habitats and biological resources will be the primary target, including local, state, and federal listed species and their habitats. Sensitive habitats such as creeks, riparian habitats, and wetlands will also be documented. Cultural resource experts will also conduct a database records search and visit the sites to ensure there are no significant cultural resources present. Reports will be prepared summarizing the results of these assessments.

1.2 Fire Fuels Assessment and Treatment Plan

An expert in fuels assessment and treatment will assess the vegetation for each community and development area and prepare a Fire Fuels Assessment and Treatment Plan (the Plan) for the appropriate fire fuels treatment prescription recommended for each community. For each area to be treated, the number of trees to be removed and their diameters at breast height (DBH) will be documented. Maps will be created from existing spatial databases for vegetation communities, confirmed in the field by a field botanist and/or arborist. Particular attention will be given to the fuels treatment in the riparian areas along the Napa River to ensure an ecologically appropriate approach in this sensitive habitat. The Bell Canyon Reservoir Watershed will be inspected for restoration opportunities in areas where fire breaks were constructed for the Glass Fire are no longer needed and where fire intensity was high, and reforestation or replanting is important for protecting water quality. The Plan will address invasive plant management, erosion control, and reflect the results of the biological and cultural resource assessments.

The Plan will provide cost estimates for carrying out the work as well as an implementation schedule that meets the schedule required of the grant (36 months maximum for Phase I and Phase II).

Working in collaboration with the CAL FIRE and Napa County, sets of treatments will be identified that can satisfy CEQA through means other than the CalVTP as a preliminary step so they can be fast-tracked for implementation. Recommended treatments would be reviewed to identify the most expeditious CEQA path. Treatments could likely be conducted under several classes of CEQA categorical exemptions or could be conducted under the statutory exemption for Emergency Projects (CEQA Guidelines Section 15269). Alternatively, treatments might be potentially covered under a timber harvesting permit, or those that may qualify under the Governor's proclamation of limited suspension of CEQA requirements.

The desired treatments that do not meet these fast-track options should be screened further to identify portions that could be considered part of a Project within the scope of the CalVTP Program EIR (PEIR) using the Project-specific Analysis (PSA) framework with the intent to develop a Project comprised of actions that would not require additional environmental documentation prior to implementation.

1.3 Regulatory Permitting and CEQA Compliance

Some aspects of the project may require regulatory permits. For example, treatment within riparian areas would need a 1602 Streambed Alteration Agreement from California Department of Fish and Wildlife and a Waste Discharge Requirement from the Regional Water Quality Control Board. In these cases, permit applications will be submitted, and permits acquired in consultation with the appropriate agencies. In addition, local permits such as Napa County permits will be obtained where appropriate.

For the selected final project areas and approaches, CEQA compliance documents will be prepared and filed as appropriate.

1.4 Public Outreach - Planning

Once the planning studies are complete, the City will conduct a presentation of the plan details at a public meeting to explain to the City community the details of the project. Input on the plan will be gathered from nearby residents, elected officials, and other interested parties. This input will be used to finalize the Plan.

The final Phase I Plan will be provided to CalOES for consideration for funding the execution of the Plan (Phase II).

LOCATION AND LIMITS OF WORK:

Location Name	Coordinates	Dimensions	Est. Area (Acres)	Description	Property Owner
Big Rock Road	38.5155794, - 122.444145	A bulb-shaped area approximately 2200 ft long by 2000 ft wide at the widest point	29.6	Establishing defensible space and fuels treatment in a forested area approximately in and around private homes and vineyards	Various private
Napa River at Pratt Avenue	38.520719, - 122.472556	Approximately 150 ft by 1000 ft	3.4	Fuels treatment in a forested strip of land behind residences and along the banks of the Napa River	City of St. Helena
Flood Project: Napa River at Pope Street	38.511030, - 122.457557	Approximately 200 ft by 3000 ft	13.8	Fuels treatment in a forested strip of land behind residences and along the banks of the Napa River	City of St. Helena
Water Treatment Plant (WTP)	38.554297, - 122.486480	4 areas each ranging in size from 3.5 to 5.1 acres surrounding the WTP structures	17.5	Establishing defensible space around WTP structures and veg treatment	City of St. Helena
Bell Canyon Reservoir Watershed	38.56188, -122486711	City parcel surrounding the reservoir, excluding the areas around the water treatment plant (Site 4)	40	Fuels treatment restoration of areas burned in the Glass Fire to restore water quality protection function of the drinking water watershed	City of St. Helena
Glass Fire Edge, Fantesca Winery to Spring Street	38.512503, - 122.495269	Approximately 200 ft wide by 2.25 miles	55.1	Fuels treatment in a forested strip of land at the wildland-urban interface on the NW side of the City	Various private
		TOTAL	159.4		

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
TUESDAY, AUGUST 16, 2022 AT 4:00 PM
 Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	July 28, 2022	5:00 PM
Question submittal deadline	August 5, 2022	4:00 PM
Questions posted on City website (cityofsthelena.org/rfps)	August 8, 2022	5:00 PM
Proposal due date	August 16, 2022	4:00 PM
Review and scoring of submittals	August 17, 2022	TBD
Interviews w/finalists	August 18, 2022	TBD
Award of Agreement	August 23, 2022	6:00 PM

**The schedule may be modified and/or extended if necessary.*

VI. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Cindy Tzaopoulos by email at ctzaopoulos@cityofsthelena.org so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information and could result in disqualification.

Format

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

All submittals must be received by 4:00 PM on August 16, 2022, via e-mail as follows:

1. Submittals must be e-mailed to: mkellogg@cityofsthelena.org
2. Subject line of e-mail must read: **RFP: Phase I – St. Helena Defensible Space and Fuels Management**
3. The submittals shall be in PDF format with search capability to endure readability and compatibility. All submitted material will be retained by the City of St. Helena and considered public information.

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Content

The content of your proposal should include the following in summary form:

- Part 1: Cover Letter/Executive Summary
- Part 2: Relevant Experience
- Part 3: Consultant Identification and Team
- Part 4: Related Project Examples and References
- Part 5: Scope of Work
- Part 6: Budget and Schedule of Charges
- Part 7: Work Schedule

PART 1 | COVER LETTER/EXECUTIVE SUMMARY

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. The mailing address, telephone number, and the name of the main point of contact for the consultant team.
3. A summary of the consultant's firm and the significant advantages to selecting the consultant.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | RELEVANT EXPERIENCE

Describe relative experience developing defensible space and hazardous fuels reduction plans, including experience preparing biological and cultural assessments, and CEQA compliance. In addition, describe relevant experience with the Hazard Mitigation Grant Program and experience with eligibility criteria.

PART 3 | CONSULTANT IDENTIFICATION AND TEAM

Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles, and qualifications. Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

PART 4 | RELATED PROJECT EXAMPLES AND REFERENCES

Provide recent (within last 10 years) visual examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and e-mail address and telephone number of the client contact.

PART 5 | SCOPE OF WORK

Provide an explanation of tasks and milestones associated with Hazardous Mitigation Grant Program projects, including how you propose to complete each task; and milestones associated with St. Helena Defensible Space and Fuels Management Phase I project.

PART 6 | BUDGET AND SCHEDULE OF CHARGES

Provide proposed invoicing for the cost of preparing a Planning Study for Phase I - Defensible Space and Fuels Management project including costs for each milestone.

Milestone costs for each activity are required so that comparisons may be made between submitted proposals in order to comply with Hazard Mitigation Grant Program requirements. The City acknowledges that the costs for specific projects may vary due to differing complexity and funds availability and expects that specific projects shall be negotiated on a case-by-case basis.

PART 7 | WORK SCHEDULE

Provide proposed timeline for completion of work including phased milestones, based upon the City's Notice to Proceed. Phase I must be completed by March 2023.

VII. EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria and rating schedule:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Schedule for completion of work.

Evaluation Criteria	Rating Points
Responsiveness and approach to the scope of work requested	25
Capabilities and resources of the firm	20
Specific qualifications and experience of key individuals developing defensible space and hazardous fuels reduction plans	30
Budget and schedule of charges	25
Totals	100

The experience of each proposal is evaluated as it relates to the Scope of Work and funding source purpose and requirements. The City is particularly interested in receiving proposals from female, minority and locally-owned small businesses.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of St. Helena and a recommendation for award of contract will be presented to the St. Helena City Council.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral

representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. DESIGNATED CONTACT

For the purposes of this RFP, the Administrative Services Director is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Mandy Kellogg, at mkellogg@cityofsthenana.org. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by August 16, 2022, by 4:00PM.

Responses to questions will be posted on the City's website, cityofsthenana.org/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. PUBLIC RECORDS

This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. PROPOSAL COSTS

All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. RESERVATION OF RIGHTS

The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. PRODUCT OWNERSHIP

Any documents resulting from the contract will be the property of the City.

8. PROFESSIONAL SERVICES AGREEMENT

All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit A) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

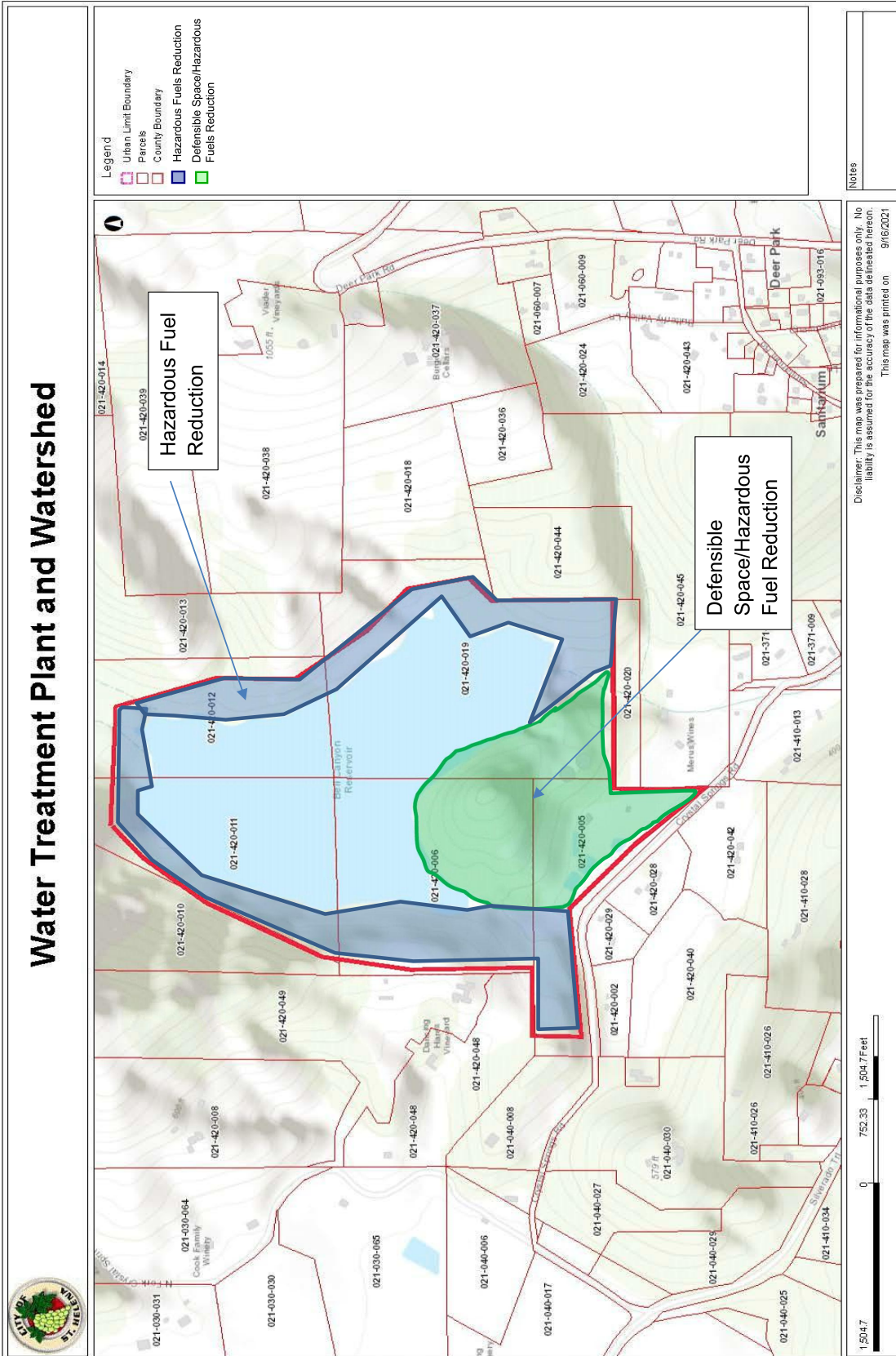
9. CAUSES FOR DISQUALIFICATION

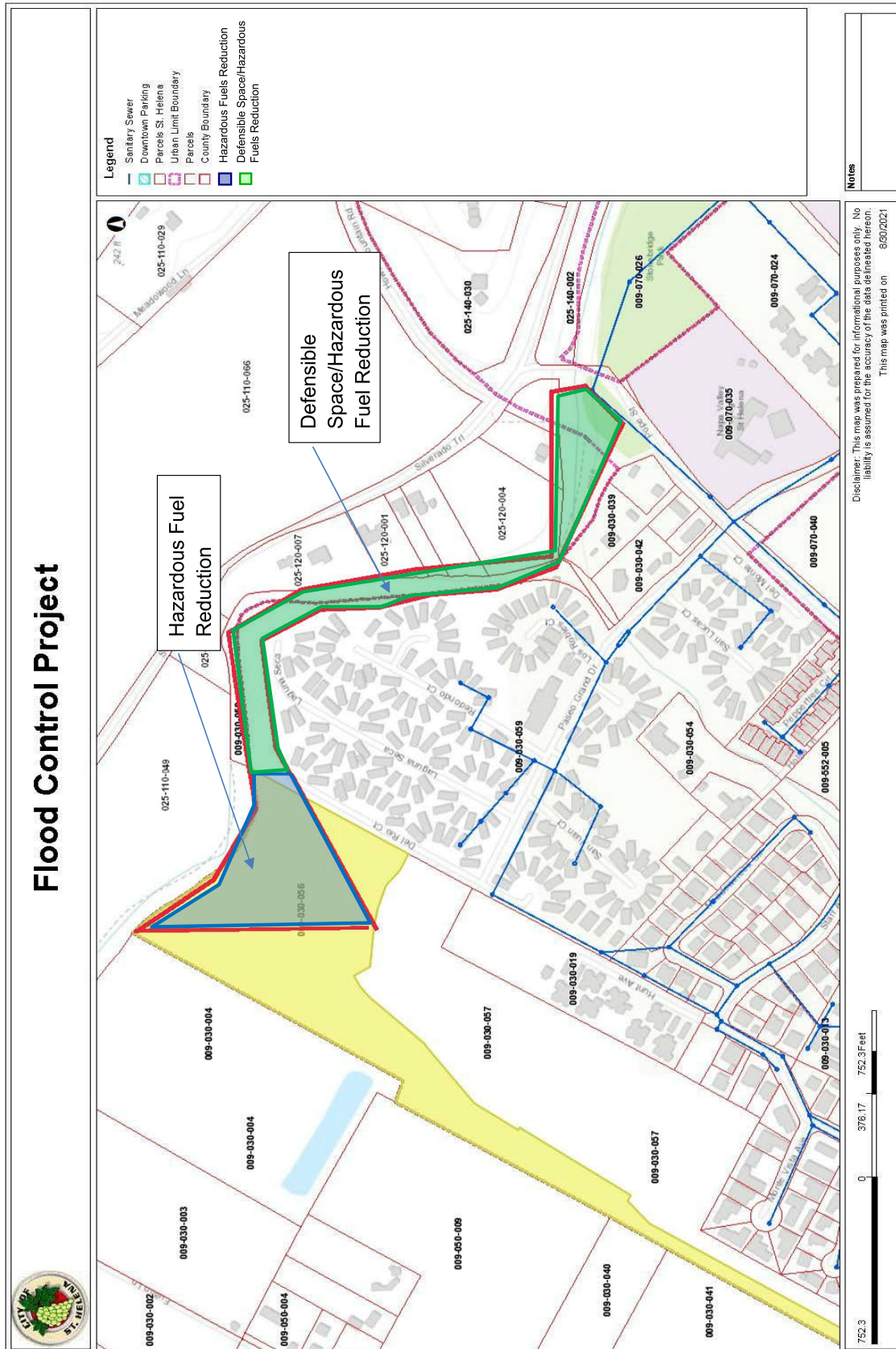
Any of the following may be considered cause to disqualify a proponent without further consideration:

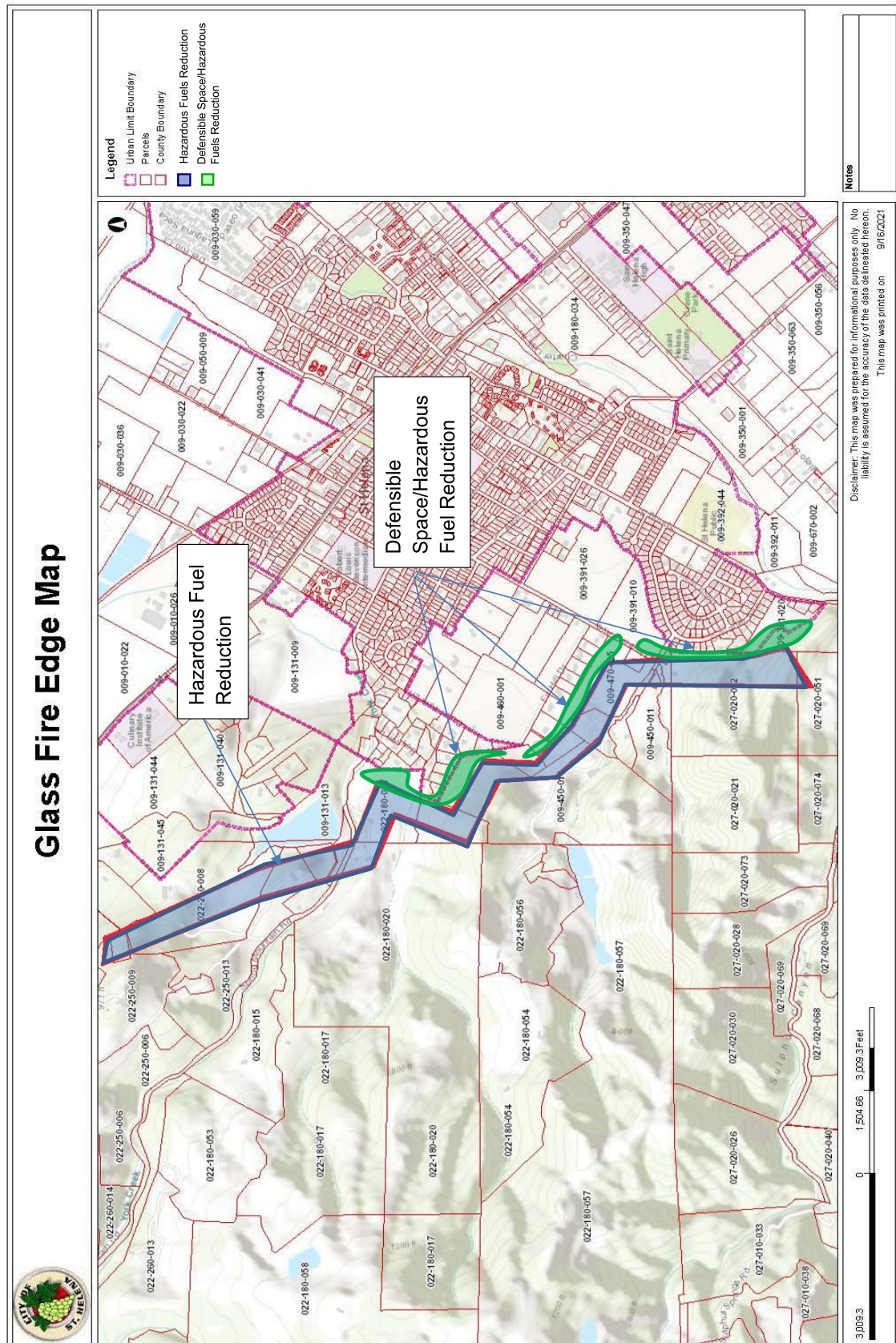
- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

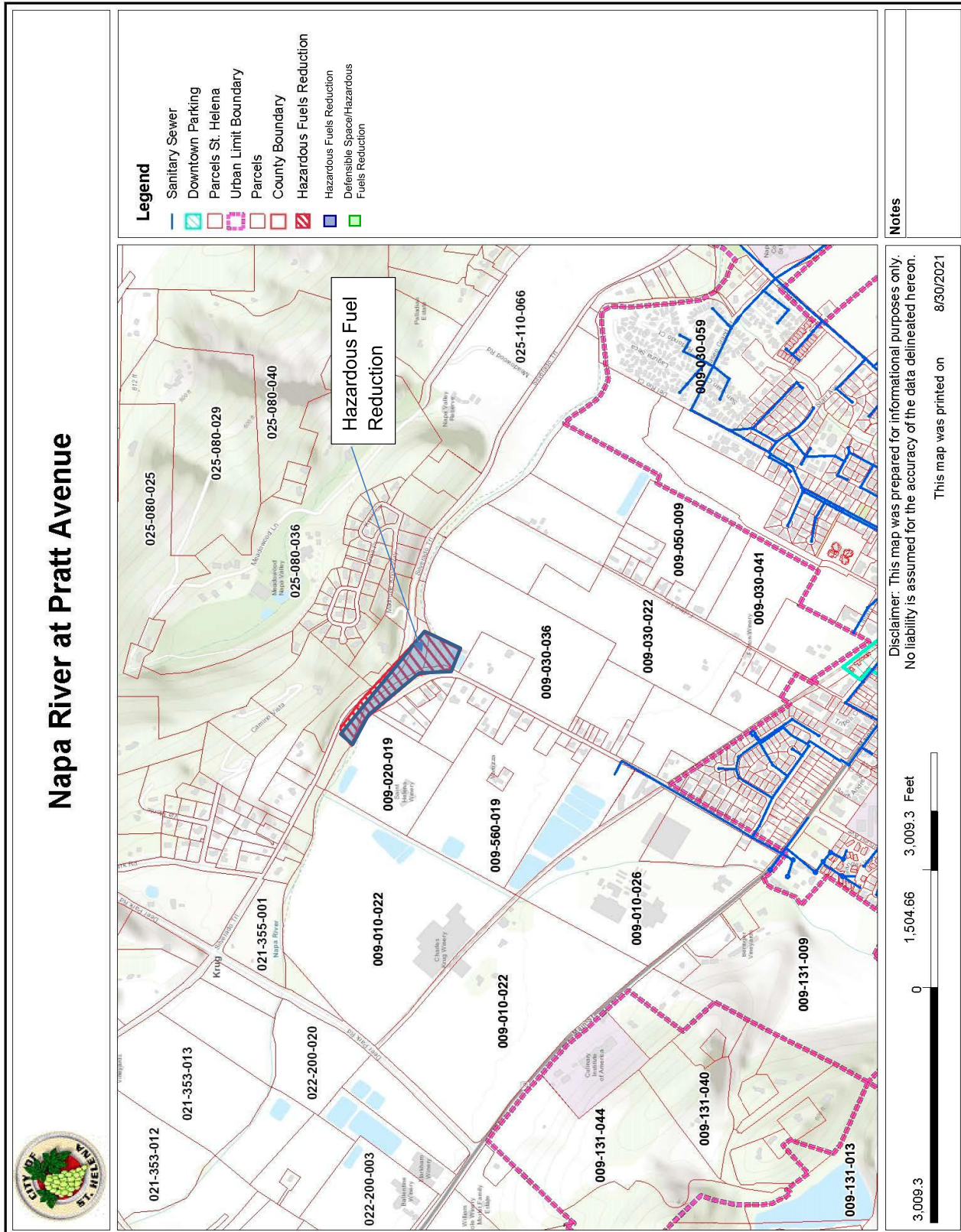
Exhibit A
Project Area Maps

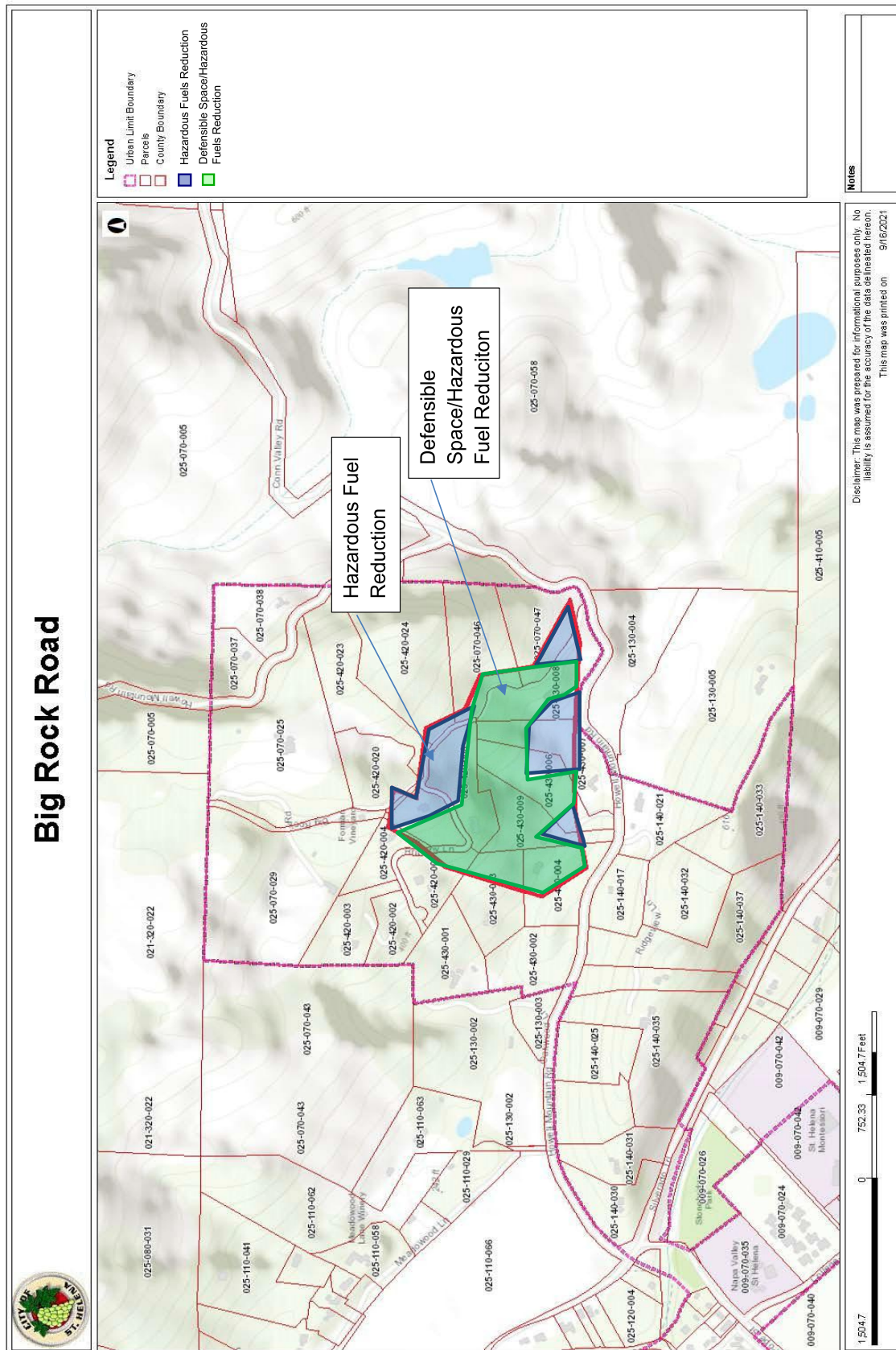
Water Treatment Plant and Watershed











STH Contract: FY 2022-

Exhibit B
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on [REDACTED], 2022 by and between the City of St. Helena, located in the County of Napa, State of California (City), and [REDACTED] (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as [REDACTED].

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall 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 this Agreement or **Exhibit A, “Scope of Services”** (the “Services”), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, “Scope of Services”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$ [REDACTED] ([REDACTED] Dollars), unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies,

Page 1 of 15

Consultant Name Date

STH Contract: FY 2022-

subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants 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 shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

Page 2 of 15

Consultant Name Date

STH Contract: FY 2022-

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

Page 3 of 15

Consultant Name Date

STH Contract: FY 2022-

employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and

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Consultant Name Date

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hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the

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sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

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SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence,

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internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 17 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entities from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 18 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 19 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574
Attn: Anil Comelo, City Manager

To Consultant:

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Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 20 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 21 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 22 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 23 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 24 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant

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shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 25 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 26 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 27 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 28 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 29 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 30 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or

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deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 31 – LABOR CODE REQUIREMENTS

A. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

B. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant."

SECTION 32 – FEDERAL FUNDING REQUIREMENTS

FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant shall comply with all federal requirements including, but not limited to, the following:

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a. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

b. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.”

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Second reading of an Ordinance adding Section 3.04.055 Standards of Conduct Pertaining to Procurement to St. Helena Municipal Code Chapter 3.04 Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The California Governor's Office of Emergency Services (Cal OES) notified the City they would be conducting a desk compliance assessment on the City's public assistance grant program related to the September 2020 wildfires.

All grants administered by Cal OES are subject to the many requirements found in federal and state laws, federal regulations (e.g., Code of Federal Regulations), federal requirements (e.g., Office of Management and Budget Circulars) and state policy guidance. Subrecipients (like the City of St. Helena) of these grant funds are also subject to periodic reviews in the forms of audits and monitoring to assure compliance with all applicable requirements. These reviews may result in the identification of noncompliance (findings).

Findings are discoveries that, within the context of any review process, represent operational deficiencies or errors, material program weaknesses, or unacceptable program liabilities that would probably result in questioned Grant Subaward costs or collectively characterize a significant risk to program integrity.

The first reading was conducted and approved at the August 23, 2022, regular City Council meeting.

DISCUSSION

On April 14, 2022, Cal OES concluded a desk compliance assessment on the Public Assistance Grant Program, FEMA-4569-DR-CA, September 2020 Wildfires. Cal OES's assessment included reviewing documentation submitted to support expenditures and performing certain procedures as necessary to determine compliance with the Code of Federal Regulations (CFR) and program guidelines.

The findings identified the City did not have written standards of conduct pertaining to procurement included in the City's Municipal Code. As a result, the City must develop and implement written standards of conduct in accordance with the requirements contained in Title 2 CFR,220.318(c)(1), to ensure procurements and contracts are free from apparent or real conflicts of interest. Although, the City does have written standards of conduct in the employee handbook and each of the City's contracts, the language should be included in the City's Municipal Code.

The proposed ordinance adds Section 3.04.055 *Standards of Conduct Pertaining to Procurement* to the City's Municipal Code Chapter 3.04 Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects as follows:

Section 3.04.055 Standards of Conduct Pertaining to Procurement.

No employee, officer, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. All City employees and persons in City service are required to adhere to applicable local, state, and federal conflict of interest requirements and prohibitions, including but not limited to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code, and Title 2 CFR,220.318(c)(1) General procurement standards.

FISCAL IMPACT

There is no fiscal impact to the second reading of the recommended changes to St. Helena Municipal Code Section 3.04.

RECOMMENDED ACTION

Conduct the second reading and adopt the Ordinance adding Section 3.04.055 Standards of Conduct Pertaining to Procurement to St. Helena Municipal Code Chapter 3.04, by title only and waive further reading.

ATTACHMENTS

[Attachment 1 Ordinance with Exhibit A - Redline](#)

[Attachment 1 Ordinance with Exhibit A - Clean](#)

CITY OF ST. HELENA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, ADDING SECTION 3.04.055 STANDARDS OF CONDUCT PERTAINING TO PROCUREMENT TO ST. HELENA MUNICIPAL CODE CHAPTER 3.04 PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES AND PROCEDURES FOR PUBLIC WORKS PROJECTS

The City Council of the City of St. Helena does hereby ordain as follows:

SECTION 1. Amendment of Chapter 3.04, Title 3 of the St. Helena Municipal Code.

Chapter 3.04, Title 3 of the St. Helena Municipal Code is hereby amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. Compliance with CEQA.

The City Council hereby finds that the action to adopt this ordinance to amend Chapter 3.04, title 3 of the St. Helena Municipal Code is not a Project subject to the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA). Further, even if the adoption of the ordinance is found to be a Project subject to CEQA, it is nevertheless exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3. Severability.

The City Council hereby declares every section, paragraph, sentence, clause and phrase of this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4. Inclusion in the St. Helena Municipal Code.

It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section," "Chapter," or such as appropriate word or phrase to accomplish this intention.

SECTION 5. Effective Date.

This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 23rd day of August 2022, and was adopted at a regular meeting of the St. Helena City Council on the ____th day of ____, 2022, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Chouteau:

Councilmember Hall:

Councilmember Hardy:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and passed upon its first reading at a regular meeting of the City Council on the 23rd day of August, 2022. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____th day of ____, 2022, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Chouteau:

Councilmember Hall:

Councilmember Hardy:

EXHIBIT A

Chapter 3.04
PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES, AND PROCEDURES FOR
PUBLIC WORKS PROJECTS

Article 1

Generally

Sections:

- 3.04.010 Purpose—Objectives—Scope—Responsibilities.**
- 3.04.020 Definitions.**
- 3.04.030 Staging prohibited.**
- 3.04.040 Appeals.**

Article 2

Supplies, General Services and Equipment

Sections:

- 3.04.050 Purchasing officer—Powers and duties.**
- 3.04.060 Requisitions.**
- 3.04.070 Purchase orders.**
- 3.04.080 Contracts.**
- 3.04.090 Encumbrance of funds.**
- 3.04.100 Bidding procedures for various purchase amounts.**
- 3.04.110 Departmental purchases.**
- 3.04.120 Informal bid procedure.**
- 3.04.130 Formal bid procedure.**
- 3.04.140 Special equipment/supplies, sole source purchases, and bid exceptions.**
- 3.04.150 Cooperative purchasing with other agencies.**
- 3.04.160 Recycled supply products specification.**
- 3.04.170 Emergencies.**
- 3.04.175 Declared emergencies.**
- 3.04.180 Surplus supplies and equipment.**
- 3.04.190 Inspection and tests.**

Article 3

Public Works Projects

Sections:

- 3.04.200 Uniform construction cost accounting procedures.
- 3.04.210 Bidding procedures for various project amounts.
- 3.04.220 Negotiate contract or purchase order procedures.
- 3.04.230 Informal bidding procedures.
- 3.04.240 Formal bidding procedures.
- 3.04.250 Bonds.
- 3.04.260 No bids received.
- 3.04.270 Tie bids.
- 3.04.280 Rejection of bids.
- 3.04.290 Emergencies.
- 3.04.300 Prevailing wages required.
- 3.04.310 Pre-qualification of bidders.

Article 4

Professional Services

Sections:

- 3.04.320 Award of professional service contracts based upon competence.
- 3.04.330 Request for proposal/qualification.
- 3.04.340 Contracting authority.

Article 1

Generally

3.04.010 Purpose—Objectives—Scope—Responsibilities.

The purpose of this chapter is to establish an efficient procedure for the purchase of supplies, equipment, and services, and to establish a procedure for performing or contracting for the construction of public works consistent with state law. These procedures are intended to allow the city to obtain the best professional services, to acquire quality supplies, general services and equipment, to construct public works at the lowest possible cost commensurate with quality needed, and to exercise positive financial control over purchases and also to define authority for the purchasing function. These procedures apply to all city employees. These procedures apply to all purchases of supplies, equipment and services, including purchases made online or over the phone. Employees are responsible for reading and understanding the requirements of this chapter. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.90.010)

3.04.020 Definitions.

As used in this chapter:

“Bidder’s list” means a list of responsible prospective vendors capable of providing the items being bid upon.

“Contract” means an agreement, regardless of how titled, for the procurement of supplies, equipment or services, including without limitation a verbal or written agreement between the city and a contractor, the city and a service provider, and/or the city and a vendor.

“Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

“Equipment” means furnishings, machinery, vehicles, rolling stock, and other personal property used in the city’s business.

“General services” are services such as janitorial, uniform cleaning, maintenance work and other services which do not require any unique skill, special background, or training. Obtaining such services at the lowest cost is the single most important factor in selection, as opposed to personal performance.

“Maintenance work” means:

1. Routine, recurring, and usual work for the cleaning, preservation or protection of any publicly owned or publicly operated facility for its intended purposes;
2. Minor repainting;
3. Resurfacing of streets and highways at less than one inch;
4. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems;
5. Work performed to keep, operate, and maintain publicly owned water or waste disposal systems including, but not limited to, dams and reservoirs.

“Professional or special services” means any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, planner, consultant or those services such as computer services, and other services which require special performance criteria, specific experience, training, personal judgement, quality of work or factors other than simply obtaining the service at the lowest cost to the city.

“Public work” means a type of public construction project subject to the regulation of the State Public Contract Code, such as:

1. The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the city;
2. Furnishing supplies for any of the above works or projects;
3. Public work does not include “maintenance work” as defined in this chapter.

“Purchase” includes the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.

“Purchase order” is a written contract for equipment, supplies, or services with a specified consultant, contractor, or vendor and is initiated by a purchase order requisition. A purchase order submitted by an authorized person becomes a legally binding contract. It can stand alone or include attachments for clarification purposes. A purchase order encumbers the specified amounts to provide specified equipment, supplies, services, and/or fixed assets. Regular purchasers may be paid through a one-time payment of an amount up to the purchase order amount at the conclusion of performance (delivery of supplies, services, etc.), and/or incremental (progress) payments as provided in the contract for each time items are purchased.

“Purchasing officer” means the finance director or ~~their~~^{his or her} designated representative.

“Requisition” is a request to authorize the acquisition of equipment, supplies or services from a specified consultant, contractor, or vendor.

“Services” means the furnishing of labor, time or effort to perform or complete a designated task.

“Special equipment/supplies” means unique supplies, machinery, computers, or other equipment which are not generally and regularly ordered in bulk by the city and which must perform complex tasks, or integrate efficiently with existing equipment or supplies.

“Supplies” means office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the city’s business, excepting supplies for a public work which is regulated under Section [3.04.210](#).

“Uniform construction cost accounting procedures” means those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to the Public Contract Code Section [22030](#) et seq. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.90.020)

3.04.030 Staging prohibited.

Purchases and public works contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this chapter. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.90.030)

3.04.040 Appeals.

Any dispute, contention, or disagreement relative to interpretation, application or enforcement of this chapter shall be submitted to the city council for determination in accordance with the appeal provisions of Chapter [1.16](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.90.040)

Article 2

Supplies, General Services and Equipment

3.04.050 Purchasing officer—Powers and duties.

The duties of the purchasing officer may be combined with those duties of any other officer or position in the city. The purchasing officer shall have the authority to:

- A. Purchase needed city supplies, general services, equipment and special equipment/supplies which are not included within the construction contract or proposed specifications for a construction contract of a public work being administered by any other city department;
- B. Investigate, keep knowledgeable about, negotiate, and recommend on the execution of contracts or the purchasing of supplies, general services, and equipment pursuant to the procedures of this chapter and such administrative rules and regulations as prescribed by the city;
- C. To keep informed of current developments concerning purchasing, prices, market conditions, and new products;
- D. To prescribe and maintain such forms as necessary for the proper operation of this purchasing system;
- E. To supervise the inspection of all supplies, general services, and equipment purchased under this chapter in order to assure conformance with city specifications;
- F. To supervise the transfer of surplus and unused supplies and equipment or sale or disposal of such;

- G. To maintain up-to-date bidder's list, vendors' catalogs, files and such other records as needed to perform these duties;
- H. To ensure that purchasing specifications are open and nonrestrictive to encourage full competition; and
- I. To perform such other tasks as may be necessary for the proper conduct of purchasing of supplies, general services, and equipment. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.91.010)

3.04.055 Standards of Conduct Pertaining to Procurement

No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their his or her immediate family, their his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. All City employees of the City and persons in City service are required to adhere to applicable local, state, and federal conflict of interest requirements and prohibitions, including but not limited to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code, and Title 2 CFR, 220.318(c)(1) General procurement standards.

Reporting of Improper Activities

The City has a responsibility to conduct its affairs ethically and in compliance with the law. City employees and persons in City service are expected and encouraged to promptly raise questions and concerns regarding possible violations of City policy or local, State, or Federal law.

Enforcement

In addition to any other penalty as provided by law, any employee found to be in violation of the Code of Ethics shall be subjected to appropriate disciplinary action up to and including, employment termination.

3.04.060 Requisitions.

Except as authorized under Section [3.04.100](#)(A), any department requesting supplies, general services, equipment, or special equipment/supplies shall submit to the immediate supervisor a requisition on the purchasing officer's approved form prior to initiating any procurement. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.91.020)

3.04.070 Purchase orders.

Except for departmental purchases as authorized in Section [3.04.100](#)(A), purchases of supplies, general services, most special equipment/supplies and general equipment not covered within a construction

contract or public works specification, may be made only by purchase orders issued by the purchasing officer and any other contractual document ~~they~~he or she determines is necessary. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.030)

3.04.080 Contracts.

The purchasing officer does not have the authority to sign contracts, nor to bind the city contractually. Contracts may only be entered into by the city manager. Subject to Section [3.04.340](#) contracts may only be entered into by the city manager; contracts in excess of city manager authority require city council approval, without which such contract is not valid. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.040)

3.04.090 Encumbrance of funds.

Except in case of an emergency or where specific authority is first obtained from the city council or the city manager, the purchasing officer shall not issue any purchase order for purchasing of supplies, general services or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.050)

3.04.100 Bidding procedures for various purchase amounts.

Except as authorized in Sections [3.04.140](#) and [3.04.150](#), or in the case of emergencies as described in Sections [3.04.170](#) and [3.04.175](#), the purchase of supplies, general services, equipment and special equipment/supplies, not included in a construction contract or bid specification for a public work, shall be made as follows:

- A. A purchase of five thousand dollars (\$5,000.00) or less may be made by departmental purchase in accordance with Section [3.04.110](#).
- B. A purchase greater than five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000) may be made by an informal bid procedure in accordance with Section [3.04.120](#).
- C. A purchase of more than twenty-five thousand dollars (\$25,000.00) shall be made by formal bid procedure in accordance with Section [3.04.130](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.060)

3.04.110 Departmental purchases.

A department may, independently of the purchase officer, purchase specified and limited supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work, as follows:

A. Purchases of five thousand dollars (\$5,000.00) or less: requestor receives a verbal/written approval from supervisor, department keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items. All purchases shall be made with funds in an unencumbered appropriation. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.91.070)

3.04.120 Informal bid procedure.

The purchase of supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with the estimated value greater than five thousand dollars (\$5,000.00), but not exceeding twenty-five thousand dollars (\$25,000.00), shall be made by a purchase order as required by this chapter. Said purchases, subject to the department head's discretion, based upon a small amount, or urgent need and timeliness, may be let without the formal bidding procedures described in Section [3.04.130](#). In such case, the following procedures shall be followed:

A. Solicitation of Bids. If it is determined that the request is of a sufficient size and time allows, the purchasing officer or designee, before issuing the purchase order to a specific contractor/vendor, shall: for purchases greater than five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00), obtain at least three written bids or price quotes. The purchasing officer or designee may negotiate to obtain the lowest possible contract amount from any vendor contacted who can provide supplies, general service, or equipment within the time constraints of the department's request. The purchasing officer or designee may solicit or determine bids of prospective vendors by written request, telephone, or may base award recommendations upon current catalogs or advertisements.

B. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.

C. Maintenance of Records. After placing the order, a written record of the contract, bids, quotes or advertisements used or received shall be open public records and maintained by the purchasing officer or the department for a period of two years.

D. Award. The purchasing officer or designee shall award the contract to the lowest responsive and responsible bidder, vendor or offeror whose quote, bid, or proposal fulfills the purpose intended, provided the amount is within the unencumbered appropriation for that item, or reject such bids or proposals, or negotiate further for terms more favorable to the city. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.91.080)

3.04.130 Formal bid procedure.

For supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with an estimated value in excess of twenty-five thousand dollars (\$25,000.00), purchases shall be made in accordance with the following formal written bid procedures:

- A. **Published Notices.** A notice inviting bids shall be published at least ten (10) calendar days before the date of the opening of bids. The notice shall be published at least once in a newspaper of general circulation printed and published in the city, and also in appropriate trade publications, if any, circulated within the general area. Such other notice as the purchasing officer or designee deems appropriate shall be made.
- B. **Notices Inviting Bids.** Notices inviting bids shall include a general description of the goods, articles, services or equipment to be purchased, any required bidder's security or performance bonds, state where bid blanks and specifications may be secured and the time and place for the opening of bids.
- C. **Bidder's List.** The purchasing officer or designee shall maintain a list of responsible bidders for various categories of supplies, equipment, and general services. A solicitation for a bid shall be sent to all responsible prospective contractors or suppliers whose names are on the bidder's list for the category of equipment, supplies or general services subject to the bid request.
- D. **Bidder's Security/Failure to Sign Contract.** If the city requires a bidder's bond or other form of security, the bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten percent (10%) of the bid amount. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the council may award the contract to the next lowest responsive, responsible bidder.
- E. **Bid Opening Procedure.** Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by city staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening.

F. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.

G. Bid Evaluation Procedures. All bids and bidders shall be analyzed by purchasing officer or designee and the responsible department for bidder's qualifications and compliance with bid specifications. The purchasing officer or designee shall prepare a recommendation to the department for award or rejection; the department shall then prepare a recommendation for award or rejection to the city council.

H. Rejection of Bids. In its discretion, the city council may reject all bids and readvertise. If no bids are received, the city council may proceed with the procurement without further complying with this chapter using whatever method it deems appropriate, such as rebid, abandon acquisition, or negotiate a contract.

I. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to criteria designated in the solicitation, provided the award amount is within the unencumbered appropriation for that item. The city council may waive any minor bid irregularities.

J. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the council may accept either bid or accept the lowest bid made by negotiation with the tied bidders.

K. Performance Bonds. The city may require a performance bond in such amount as it shall find reasonably necessary to protect the public interest. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.090)

3.04.140 Special equipment/supplies, sole source purchases, and bid exceptions.

A. Special Equipment/Supplies. In purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the purchasing officer or department head may:

1. Limit bidding to a specific product type, or a brand name product; or
2. Utilize a request for proposal approach where warranties, servicing obligations, and product performance will be evaluated in addition to the price of the product, and the award of the contract is made by the council to the proposer it deems is in the best public interest.

B. Sole Source Purchases. Commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section [3.04.100](#) and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate department head and forwarded to the purchasing officer. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract or purchase order greater than twenty-five thousand dollars (\$25,000.00).

C. Bid Exceptions. The competitive bid process is not applicable to certain purchases. The following are exempt from bid processes of this chapter:

1. Departmental purchases, as defined in Section [3.04.110](#);
2. Subscriptions;
3. Trade circulars or books;
4. Newspaper advertisements and notices;
5. Utility payments;
6. Land. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.100)

3.04.150 Cooperative purchasing with other agencies.

The bidding requirements of Section [3.04.100](#) shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. If it is determined to be in the best interest of the city, the purchasing officer is authorized to “piggy-back” onto or join into an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared by and awarded by another public, local, state or federal government agency. However, the city council’s approval shall be required prior to and for the joining of a “piggy-back” purchase or cooperative purchase for a purchase greater than twenty-five thousand dollars (\$25,000.00). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.110)

3.04.160 Recycled supply products specification.

If in procuring supplies a recycled product can achieve the necessary city performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products

made with recycled materials be bid. If the department head determines that: (A) a recycled product lacks performance capabilities or needed quality levels; or (B) a sufficient amount of such recycled or reusable product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to nonrecycled or virgin materials. When recycled products are required, reasonable efforts shall be made to label the products as containing recycled materials. As used in this section, recycled products does not mean used products, but is limited to new products made with materials which have been recycled. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.120)

3.04.170 Emergencies.

Bidding procedures may be dispensed with in the case of an emergency. The city council delegates to the city manager the authority to declare a public emergency and enter into contracts for any purchase in accordance with Section [3.04.175](#). The city manager's authority is subject to confirmation by the city council at its next meeting for any purchase in excess of twenty-five thousand dollars (\$25,000.00). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.130)

3.04.175 Declared emergencies.

A. Purpose. This section modifies the city's normal purchasing practices only during a proclaimed emergency. With this revised policy, the city is able to acquire goods and services required to address an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property while maintaining an effective purchasing policy.

B. Definitions. For the purposes of this section, the following definitions are applicable:

A proclaimed disaster or emergency exists if (1) the Governor has declared a state of emergency for an area which includes the geographic territory of the city, or (2) the city manager or ~~their~~^{his or her} designee has declared an emergency in the city.

"Exigent circumstances" are situations in which (1) a disaster or emergency has been proclaimed, and (2) the public exigency for goods and services required to address an immediate threat to life, public health or safety, or improved public and private property will not permit competitive solicitation.

C. Delegation of Purchasing Authority in Exigent Circumstances. If the city manager or ~~their~~^{his or her} designee determines that goods and services must be procured before the city council is to assemble and approve purchases, the city manager or ~~their~~^{his or her} designee has the authority, subject to the limitations set forth below to approve the immediate rental and/or purchase of any equipment, supplies,

services, or other items necessary to respond to an immediate threat to life, public health or safety, or improved public and private property.

1. Limits of Single Purchase Authority. The city manager or ~~their~~his or her designee shall have the authority to make individual purchases up to one hundred thousand dollars (\$100,000.00) on ~~their~~his or her signature alone. The city manager or ~~their~~his or her designee shall have the authority to make purchases in excess of one hundred thousand dollars (\$100,000.00) up to a maximum of five hundred thousand dollars (\$500,000.00) when countersigned by the mayor or, in the mayor's absence, countersigned by another council member.

2. Limits of Aggregate Purchase Authority. The city manager or ~~their~~his or her designee shall have the authority to make aggregate purchases up to one million five hundred thousand dollars (\$1,500,000.00) on ~~their~~his or her signature alone per disaster declaration. The city manager or ~~their~~his or her designee shall have the authority to make aggregate purchases in excess of one million five hundred thousand dollars (\$1,500,000.00) and up to a maximum of two million five hundred thousand dollars (\$2,500,000.00) per disaster declaration when countersigned by the mayor or, in the mayor's absence, countersigned by another council member.

a. Sub-delegation to the Emergency Operations Center (EOC) Director. The EOC director shall be a designee of the city manager at any time that the city manager is not available to approve purchases as allowed in this section.

b. Sub-delegation of Purchasing Authority to Department Heads. If neither the city manager or ~~their~~his or her designee nor the EOC director is available, then any city department head has the authority to rent or purchase from the nearest source, any equipment supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of fifty thousand dollars (\$50,000.00).

c. Sub-delegation of Purchasing Authority to Mid-Managers. If neither the city manager or ~~their~~his or her designee, EOC director, or any department head is not available, then any employee classified as a mid-manager has the authority to rent or purchase from the nearest source, any equipment, supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of twenty-five thousand dollars (\$25,000.00).

D. Administrative Procedures and Reporting Requirements.

1. As soon as possible after purchases are made under subsection C of this section, the city manager or ~~theirhis or her~~ designee, EOC director, department head or midmanager shall submit to the finance director or designee a purchase order requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.

2. The finance director will inform the city manager or ~~theirhis or her~~ designee and the city council of any individual purchase under this section with a contract amount greater than twenty-five thousand dollars (\$25,000.00), and also whenever the aggregate of purchases under this section is greater than two hundred fifty thousand dollars (\$250,000.00).

3. The finance director will obtain the city manager's or ~~theirhis or her~~ designee's (or EOC director as the city manager's designee) approval prior to any purchase by a department head if the amount is twenty-five thousand dollars (\$25,000.00) or more.

4. If the city manager or ~~theirhis or her~~ designee and the EOC director are unavailable, and the delay in getting ~~theirhis or her~~ signature would imperil life, public health or safety, or improved public or private property, then any department head (except the requestor) may approve the emergency purchase of fifty thousand dollars (\$50,000.00) or more.

5. The finance director or designee shall have the authority to approve all disaster related purchases under fifty thousand dollars (\$50,000.00).

6. The finance director or designee will expedite the verification of funds available and complete the preparation of the purchase order.

E. Procurement Procedures in Exigent Circumstances. Upon receipt of the requisitions under subsection D of this section, the finance director or designee shall prepare purchase orders for emergency equipment, supplies, services or other items in accordance with the requirements of this section.

1. Exempt Purchases. Purchases of two hundred fifty thousand dollars (\$250,000.00) or less shall not be required to be formally bid. Purchases greater than two hundred fifty thousand dollars (\$250,000.00) may be made following the procedures specified in this section. The signature(s) of the city manager or ~~theirhis or her~~ designee, finance director, or department head are still required as provided in subsections C and D of this section.

2. Justification of “Sole Source” or “No Bid” Contracts. Where exigent circumstances require immediate procurement from the nearest available source, the finance director or designee shall justify the emergency sole source purchase or no bid purchase on the purchase order.
 - a. Procurement should be limited to that portion of the work that must be performed immediately, and subsequent procurement by competitive proposal for the remainder of the work under the city’s normal purchasing policy (this chapter).
 - b. “Sole source” or “no bid” acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures; procurement of scarce commodities, goods, or services; or acquisition or rental of emergency equipment, emergency consulting services, emergency road clearance, or other emergency requirements.
 3. Provision for Alternate Bid Solicitation Procedures. The city’s normal requirements for quotes, sealed bids, or local preference shall not apply to this section (Declared emergencies). However, the finance director or designee shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of written and/or sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.
 4. Posting Locations for Requests for Proposals or Solicitations of Bids. The finance director or designee may waive normal requirements for public posting of requests for proposals or solicitation of bids for the procurement of emergency equipment, goods or services. Notices soliciting bids or requests for proposals shall be posted, at minimum, at the emergency operations center or the alternate emergency operations center, if the primary emergency operations center is not being used.
 5. Length of Time for Posting Requests for Proposals or Solicitation of Bids. The finance director or designee shall determine the posting period. The finance director or designee will make reasonable efforts to ensure that multiple suppliers are able to place a bid during the shortened time period.
- F. Notification and Ratification.
1. Posting of Contract Awards. All contracts awarded that exceed twenty-five thousand dollars (\$25,000.00) shall be presented to the city council for ratification and thereafter shall be publicly posted within sixty (60) days of the award.

2. Authority to Cancel Emergency Procurements. The city manager has the absolute authority to rescind a contract for nonperformance within twenty-four (24) hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or nonperformance presents an immediate threat to life, public health or safety, or improved public or private property.

3. Notification Requirement for Emergency Services. For any purchase in excess of twenty-five thousand dollars (\$25,000.00), the city manager shall report all such purchases to the city council within thirty (30) days of the onset of the disaster.

4. Requirement for Separate Invoicing. All purchases or rentals made during the proclaimed emergency or disaster conditions shall require separate invoicing from routine (nondisaster) purchases. All invoices must state the goods, services, or equipment provided and must specify the location where the goods or services were delivered.

5. Limitations of Declared Emergencies Purchasing Policy. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health or safety, or improved public or private property as outlined in this section shall follow the city's regular purchasing provisions. (Ord. 16-5 § 1 (Exh. A))

3.04.180 Surplus supplies and equipment.

All departments shall submit to the purchasing officer, at such times and in such forms as ~~they~~~~he or she~~ may prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer may direct that the designated supplies or equipment be:

- A. Transferred to another city department or agency;
- B. Exchanged or traded in on new supplies and equipment; or
- C. Disposed of in some other suitable manner, which may include sale at auction or deposit at a landfill. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.140)

3.04.190 Inspection and tests.

The purchasing officer or designee or department requesting the item shall inspect all deliveries of supplies and equipment to assure conformance with the contract or order specifications. The purchasing officer or designee, at ~~their~~~~his or her~~ discretion, may require such reasonable chemical and physical tests of samples of supplies and equipment as ~~they~~~~he or she~~ deems necessary to determine the quality in

conformance with those specifications. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.150)

Article 3

Public Works Projects

3.04.200 Uniform construction cost accounting procedures.

The city council has elected to become subject to the Uniform Public Construction Cost Accounting Act and procedures as established by the California Uniform Construction Cost Accounting Commission in Public Contract Code Section [22000](#) et seq. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.010)

3.04.210 Bidding procedures for various project amounts.

- A. A public work project of sixty thousand dollars (\$60,000.00) or less may be performed by city force account, by negotiated contract, or by purchase order in accordance with Section 3.04.220.
- B. A public work project greater than sixty thousand dollars (\$60,000.00) and less than or equal to two hundred thousand dollars (\$200,000.00) may be let to contract by informal bid procedures in accordance with Section 3.04.230.
- C. A public work project of more than two hundred thousand dollars (\$200,000.00) shall, except as otherwise provided in this chapter, be let to contract by formal bidding procedure in accordance with Section 3.04.240.

The described project cost limits of subsections A through C of this section shall be increased automatically as authorized pursuant to the adjustments made by the California Uniform Construction Cost Accounting Commission under Public Contract Code Section [22034](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.020)

3.04.220 Negotiate contract or purchase order procedures.

For those projects qualifying under Section [3.04.210](#)(A), the applicable department head shall obtain a cost estimate from the project engineer or architect prior to issuing a purchase order or negotiating a contract with a responsible contractor. For any city force account work, the department head shall first comply with the guidelines established by the California Uniform Construction Cost Accounting Commission in determining the cost of the public work. The city manager shall have the authority to award and to execute any contract for the public work qualifying under Section [3.04.210](#)(A). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.030)

3.04.230 Informal bidding procedures.

For those projects which qualify under Section [3.04.210](#)(B) for informal bidding, the following procedures shall be used:

A. Bidder's List. The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with the Uniform Public Construction Cost Accounting Act rules.

B. Notice. The city clerk shall prepare a notice inviting bids.

1. Contents of Notice. The notice inviting bids shall include a general description of the services and/or articles to be purchased, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance and/or warranty bond will be required.

2. Mailing of Notice. Unless the product or service is proprietary, all contractors on the city's list for the category of work being bid shall be mailed a notice inviting informal bids, or an announcement/advertisement shall be placed in all construction trade journals, or both such mailing and advertising. The trade journals shall be those identified by the California Uniform Construction Cost Accounting Commission as appropriate for this area, in accordance with California Public Contract Code Section [22036](#).

3. Ten (10) Day Notice. Notices inviting informal bids shall be posted at the city hall and mailed at least ten (10) calendar days before the due date of submission of bids to all firms or suppliers on the bidder's list for the category of work being bid and to such other vendors as the public works director deems appropriate.

4. Proprietary Products or Services. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting bids may be sent exclusively to such contractor or contractors.

C. Award. The city council shall award the contract to the lowest responsive and responsible bidder whose bid or proposal fulfills the purpose intended according to criteria designated in the solicitation. The council may waive any minor bid irregularities.

D. Bids in Excess of Statutory Amount. If all bids received are in excess of two hundred thousand dollars (\$200,000.00), the city council may, by passage of a resolution by a four-fifths vote, award the contract to the lowest responsive and responsible bidder up to an amount not to exceed two hundred

twelve thousand five hundred dollars (\$212,500.00) if it determines the cost estimate of the city was reasonable. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.040)

3.04.240 Formal bidding procedures.

For those projects which qualify under Section [3.04.210](#)(C) for formal bidding, the following procedures shall be used:

A. Adoption of Plans. Prior to soliciting bids, unless otherwise delegated by the city council to the public works director, the city council shall approve and adopt the plans, specifications and working details, and authorize the bid request for all public work projects in excess of two hundred thousand dollars (\$200,000.00).

B. Notice. The city clerk shall prepare a notice inviting bids.

1. Contents of Notice. The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

2. Publication of Notice. The notice shall be published at least once fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, which is circulated within the jurisdiction of the city.

3. Mailing of Notice. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission as appropriate for the area. The notice shall be mailed at least fifteen (15) calendar days before the date of opening the bids.

4. Other Notice. In addition to notice required by this section, the city may give other notice as it deems proper.

C. Bid Opening Procedure. Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project and bid on the envelope. Bids shall be opened by the city clerk's staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening. The public works director shall make an analysis of the bids for compliance with bid specifications and thereafter make a recommendation for award or rejection.

D. Award. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended, according to criteria designated in the solicitation. The

council may waive minor bid irregularities. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.050)

3.04.250 Bonds.

A. The city shall require payment bonds for projects in excess of twenty-five thousand dollars (\$25,000.00) in accordance with California Civil Code Section [9550](#), as may be amended from time to time. The city council may require bid security or bid bonds and performance and/or warranty bonds from an acceptable surety in such amounts as it finds reasonably necessary to protect the public interest. If the city requires a bond, the form and amount of the bond shall be described in the notice inviting bids.

B. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city council may award the contract to the next lowest responsible bidder. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.060)

3.04.260 No bids received.

If no bids are received through the formal or informal procedure, the project may be performed by city employees by force account or by negotiated contract without further complying with this chapter. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.070)

3.04.270 Tie bids.

If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the city council may accept either bid or accept the lowest bid made by negotiation with the tied bidders. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.080)

3.04.280 Rejection of bids.

In its discretion, the council may reject any bids presented. If after the first invitation of bids all bids are rejected, the city shall state the reasons for the rejection and after reevaluating its cost estimates of the project, the city shall have the option of any of the following:

- A. Abandoning the project;
- B. Readvertising for bids in the manner described in this chapter; or

C. By passage of a resolution by a four-fifths vote of the council declaring that the project can be performed more economically by city employees, may have the project done by force account without further complying with this chapter. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.090)

3.04.290 Emergencies.

A. In cases of emergency as defined in this chapter, the city, pursuant to a four-fifths vote of the council, may proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without adopting plans, specifications, working details, or giving notice for bids to provide contracts. The work may be done by day labor under the direction of the council, by contractor, or by a combination of the two.

B. The city manager may order any action under this section subject to the provisions of California Public Contract Code Section [22050](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.100)

3.04.300 Prevailing wages required.

Public works contracts are subject to prevailing wage requirements as set forth in Labor Code Section [1720](#) et seq., as may be amended from time to time. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.110)

3.04.310 Pre-qualification of bidders.

Prospective bidders on a public works contract may be required to be pre-qualified in accordance with procedures adopted by city council resolution, subject to the provisions of California Public Contract Code Section [20101](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.120)

Article 4

Professional Services

3.04.320 Award of professional service contracts based upon competence.

In contracting for those professional services as defined in Section [3.04.020](#), contracts should only be awarded to firms or persons who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required. Once the department requesting the service has determined a firm has an adequate level of competence, the cost of the service may be considered. However, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the city's best interest to award the contract to a higher priced professional services provider based on the scope of services

available, unique skills, staffing levels, timing, prior experience, past working relationship and other factors required by the department or proposed by that professional services provider. The information needed for determining that level of competence, other qualifications and the procedure for selecting such services shall be determined by each city department responsible for recommending the professional service contract. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.93.010)

3.04.330 Request for proposal/qualification.

The acquiring of professional services shall be procured through negotiated contract and may include requests for proposals/qualifications. Contracting for professional services is decentralized and shall be the responsibility of the department head requesting the service. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.93.020)

3.04.340 Contracting authority.

The city manager shall approve professional service or consulting contracts up to and including twenty-five thousand dollars (\$25,000.00). The city council shall approve professional service or consulting contracts greater than twenty-five thousand dollars (\$25,000.00). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.93.030)

CITY OF ST. HELENA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, ADDING SECTION 3.04.055 STANDARDS OF CONDUCT PERTAINING TO PROCUREMENT TO ST. HELENA MUNICIPAL CODE CHAPTER 3.04 PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES AND PROCEDURES FOR PUBLIC WORKS PROJECTS

The City Council of the City of St. Helena does hereby ordain as follows:

SECTION 1. Amendment of Chapter 3.04, Title 3 of the St. Helena Municipal Code.

Chapter 3.04, Title 3 of the St. Helena Municipal Code is hereby amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. Compliance with CEQA.

The City Council hereby finds that the action to adopt this ordinance to amend Chapter 3.04, title 3 of the St. Helena Municipal Code is not a Project subject to the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA). Further, even if the adoption of the ordinance is found to be a Project subject to CEQA, it is nevertheless exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3. Severability.

The City Council hereby declares every section, paragraph, sentence, clause and phrase of this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4. Inclusion in the St. Helena Municipal Code.

It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section," "Chapter," or such as appropriate word or phrase to accomplish this intention.

SECTION 5. Effective Date.

This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 23rd day of August 2022, and was adopted at a regular meeting of the St. Helena City Council on the ____th day of ____, 2022, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Chouteau:

Councilmember Hall:

Councilmember Hardy:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and passed upon its first reading at a regular meeting of the City Council on the 23rd day of August, 2022. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____th day of ____, 2022, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Chouteau:

Councilmember Hall:

Councilmember Hardy:

EXHIBIT A

Chapter 3.04
PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES, AND PROCEDURES FOR
PUBLIC WORKS PROJECTS

Article 1

Generally

Sections:

- 3.04.010 Purpose—Objectives—Scope—Responsibilities.**
- 3.04.020 Definitions.**
- 3.04.030 Staging prohibited.**
- 3.04.040 Appeals.**

Article 2

Supplies, General Services and Equipment

Sections:

- 3.04.050 Purchasing officer—Powers and duties.**
- 3.04.060 Requisitions.**
- 3.04.070 Purchase orders.**
- 3.04.080 Contracts.**
- 3.04.090 Encumbrance of funds.**
- 3.04.100 Bidding procedures for various purchase amounts.**
- 3.04.110 Departmental purchases.**
- 3.04.120 Informal bid procedure.**
- 3.04.130 Formal bid procedure.**
- 3.04.140 Special equipment/supplies, sole source purchases, and bid exceptions.**
- 3.04.150 Cooperative purchasing with other agencies.**
- 3.04.160 Recycled supply products specification.**
- 3.04.170 Emergencies.**
- 3.04.175 Declared emergencies.**
- 3.04.180 Surplus supplies and equipment.**
- 3.04.190 Inspection and tests.**

Article 3

Public Works Projects

Sections:

- 3.04.200 Uniform construction cost accounting procedures.
- 3.04.210 Bidding procedures for various project amounts.
- 3.04.220 Negotiate contract or purchase order procedures.
- 3.04.230 Informal bidding procedures.
- 3.04.240 Formal bidding procedures.
- 3.04.250 Bonds.
- 3.04.260 No bids received.
- 3.04.270 Tie bids.
- 3.04.280 Rejection of bids.
- 3.04.290 Emergencies.
- 3.04.300 Prevailing wages required.
- 3.04.310 Pre-qualification of bidders.

Article 4

Professional Services

Sections:

- 3.04.320 Award of professional service contracts based upon competence.
- 3.04.330 Request for proposal/qualification.
- 3.04.340 Contracting authority.

Article 1

Generally

3.04.010 Purpose—Objectives—Scope—Responsibilities.

The purpose of this chapter is to establish an efficient procedure for the purchase of supplies, equipment, and services, and to establish a procedure for performing or contracting for the construction of public works consistent with state law. These procedures are intended to allow the city to obtain the best professional services, to acquire quality supplies, general services and equipment, to construct public works at the lowest possible cost commensurate with quality needed, and to exercise positive financial control over purchases and also to define authority for the purchasing function. These procedures apply to all city employees. These procedures apply to all purchases of supplies, equipment and services, including purchases made online or over the phone. Employees are responsible for reading and understanding the requirements of this chapter. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.90.010)

3.04.020 Definitions.

As used in this chapter:

“Bidder’s list” means a list of responsible prospective vendors capable of providing the items being bid upon.

“Contract” means an agreement, regardless of how titled, for the procurement of supplies, equipment or services, including without limitation a verbal or written agreement between the city and a contractor, the city and a service provider, and/or the city and a vendor.

“Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

“Equipment” means furnishings, machinery, vehicles, rolling stock, and other personal property used in the city’s business.

“General services” are services such as janitorial, uniform cleaning, maintenance work and other services which do not require any unique skill, special background, or training. Obtaining such services at the lowest cost is the single most important factor in selection, as opposed to personal performance.

“Maintenance work” means:

1. Routine, recurring, and usual work for the cleaning, preservation or protection of any publicly owned or publicly operated facility for its intended purposes;
2. Minor repainting;
3. Resurfacing of streets and highways at less than one inch;
4. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems;
5. Work performed to keep, operate, and maintain publicly owned water or waste disposal systems including, but not limited to, dams and reservoirs.

“Professional or special services” means any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, planner, consultant or those services such as computer services, and other services which require special performance criteria, specific experience, training, personal judgement, quality of work or factors other than simply obtaining the service at the lowest cost to the city.

“Public work” means a type of public construction project subject to the regulation of the State Public Contract Code, such as:

1. The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the city;
2. Furnishing supplies for any of the above works or projects;
3. Public work does not include “maintenance work” as defined in this chapter.

“Purchase” includes the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.

“Purchase order” is a written contract for equipment, supplies, or services with a specified consultant, contractor, or vendor and is initiated by a purchase order requisition. A purchase order submitted by an authorized person becomes a legally binding contract. It can stand alone or include attachments for clarification purposes. A purchase order encumbers the specified amounts to provide specified equipment, supplies, services, and/or fixed assets. Regular purchasers may be paid through a one-time payment of an amount up to the purchase order amount at the conclusion of performance (delivery of supplies, services, etc.), and/or incremental (progress) payments as provided in the contract for each time items are purchased.

“Purchasing officer” means the finance director or their designated representative.

“Requisition” is a request to authorize the acquisition of equipment, supplies or services from a specified consultant, contractor, or vendor.

“Services” means the furnishing of labor, time or effort to perform or complete a designated task.

“Special equipment/supplies” means unique supplies, machinery, computers, or other equipment which are not generally and regularly ordered in bulk by the city and which must perform complex tasks, or integrate efficiently with existing equipment or supplies.

“Supplies” means office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the city’s business, excepting supplies for a public work which is regulated under Section [3.04.210](#).

“Uniform construction cost accounting procedures” means those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to the Public Contract Code Section [22030](#) et seq. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.90.020)

3.04.030 Staging prohibited.

Purchases and public works contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this chapter. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.90.030)

3.04.040 Appeals.

Any dispute, contention, or disagreement relative to interpretation, application or enforcement of this chapter shall be submitted to the city council for determination in accordance with the appeal provisions of Chapter [1.16](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.90.040)

Article 2

Supplies, General Services and Equipment

3.04.050 Purchasing officer—Powers and duties.

The duties of the purchasing officer may be combined with those duties of any other officer or position in the city. The purchasing officer shall have the authority to:

- A. Purchase needed city supplies, general services, equipment and special equipment/supplies which are not included within the construction contract or proposed specifications for a construction contract of a public work being administered by any other city department;
- B. Investigate, keep knowledgeable about, negotiate, and recommend on the execution of contracts or the purchasing of supplies, general services, and equipment pursuant to the procedures of this chapter and such administrative rules and regulations as prescribed by the city;
- C. To keep informed of current developments concerning purchasing, prices, market conditions, and new products;
- D. To prescribe and maintain such forms as necessary for the proper operation of this purchasing system;
- E. To supervise the inspection of all supplies, general services, and equipment purchased under this chapter in order to assure conformance with city specifications;
- F. To supervise the transfer of surplus and unused supplies and equipment or sale or disposal of such;

- G. To maintain up-to-date bidder's list, vendors' catalogs, files and such other records as needed to perform these duties;
- H. To ensure that purchasing specifications are open and nonrestrictive to encourage full competition; and
- I. To perform such other tasks as may be necessary for the proper conduct of purchasing of supplies, general services, and equipment. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.010)

3.04.055 Standards of Conduct Pertaining to Procurement.

No employee, officer, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. All City employees and persons in City service are required to adhere to applicable local, state, and federal conflict of interest requirements and prohibitions, including but not limited to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code, and Title 2 CFR,220.318(c)(1) General procurement standards.

Reporting of Improper Activities

The City has a responsibility to conduct its affairs ethically and in compliance with the law. City employees and persons in City service are expected and encouraged to promptly raise questions and concerns regarding possible violations of City policy or local, State, or Federal law.

Enforcement

In addition to any other penalty as provided by law, any employee found to be in violation of the Code of Ethics shall be subjected to appropriate disciplinary action up to and including, employment termination.

3.04.060 Requisitions.

Except as authorized under Section [3.04.100](#)(A), any department requesting supplies, general services, equipment, or special equipment/supplies shall submit to the immediate supervisor a requisition on the purchasing officer's approved form prior to initiating any procurement. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.020)

3.04.070 Purchase orders.

Except for departmental purchases as authorized in Section [3.04.100](#)(A), purchases of supplies, general services, most special equipment/supplies and general equipment not covered within a construction contract or public works specification, may be made only by purchase orders issued by the purchasing

officer and any other contractual document they determine is necessary. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.030)

3.04.080 Contracts.

The purchasing officer does not have the authority to sign contracts, nor to bind the city contractually. Contracts may only be entered into by the city manager. Subject to Section [3.04.340](#) contracts may only be entered into by the city manager; contracts in excess of city manager authority require city council approval, without which such contract is not valid. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.040)

3.04.090 Encumbrance of funds.

Except in case of an emergency or where specific authority is first obtained from the city council or the city manager, the purchasing officer shall not issue any purchase order for purchasing of supplies, general services or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.050)

3.04.100 Bidding procedures for various purchase amounts.

Except as authorized in Sections [3.04.140](#) and [3.04.150](#), or in the case of emergencies as described in Sections [3.04.170](#) and [3.04.175](#), the purchase of supplies, general services, equipment and special equipment/supplies, not included in a construction contract or bid specification for a public work, shall be made as follows:

- A. A purchase of five thousand dollars (\$5,000.00) or less may be made by departmental purchase in accordance with Section [3.04.110](#).
- B. A purchase greater than five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000) may be made by an informal bid procedure in accordance with Section [3.04.120](#).
- C. A purchase of more than twenty-five thousand dollars (\$25,000.00) shall be made by formal bid procedure in accordance with Section [3.04.130](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.060)

3.04.110 Departmental purchases.

A department may, independently of the purchase officer, purchase specified and limited supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work, as follows:

A. Purchases of five thousand dollars (\$5,000.00) or less: requestor receives a verbal/written approval from supervisor, department keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items. All purchases shall be made with funds in an unencumbered appropriation. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.91.070)

3.04.120 Informal bid procedure.

The purchase of supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with the estimated value greater than five thousand dollars (\$5,000.00), but not exceeding twenty-five thousand dollars (\$25,000.00), shall be made by a purchase order as required by this chapter. Said purchases, subject to the department head's discretion, based upon a small amount, or urgent need and timeliness, may be let without the formal bidding procedures described in Section [3.04.130](#). In such case, the following procedures shall be followed:

A. Solicitation of Bids. If it is determined that the request is of a sufficient size and time allows, the purchasing officer or designee, before issuing the purchase order to a specific contractor/vendor, shall: for purchases greater than five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00), obtain at least three written bids or price quotes. The purchasing officer or designee may negotiate to obtain the lowest possible contract amount from any vendor contacted who can provide supplies, general service, or equipment within the time constraints of the department's request. The purchasing officer or designee may solicit or determine bids of prospective vendors by written request, telephone, or may base award recommendations upon current catalogs or advertisements.

B. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.

C. Maintenance of Records. After placing the order, a written record of the contract, bids, quotes or advertisements used or received shall be open public records and maintained by the purchasing officer or the department for a period of two years.

D. Award. The purchasing officer or designee shall award the contract to the lowest responsive and responsible bidder, vendor or offeror whose quote, bid, or proposal fulfills the purpose intended, provided the amount is within the unencumbered appropriation for that item, or reject such bids or proposals, or negotiate further for terms more favorable to the city. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.91.080)

3.04.130 Formal bid procedure.

For supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with an estimated value in excess of twenty-five thousand dollars (\$25,000.00), purchases shall be made in accordance with the following formal written bid procedures:

- A. **Published Notices.** A notice inviting bids shall be published at least ten (10) calendar days before the date of the opening of bids. The notice shall be published at least once in a newspaper of general circulation printed and published in the city, and also in appropriate trade publications, if any, circulated within the general area. Such other notice as the purchasing officer or designee deems appropriate shall be made.
- B. **Notices Inviting Bids.** Notices inviting bids shall include a general description of the goods, articles, services or equipment to be purchased, any required bidder's security or performance bonds, state where bid blanks and specifications may be secured and the time and place for the opening of bids.
- C. **Bidder's List.** The purchasing officer or designee shall maintain a list of responsible bidders for various categories of supplies, equipment, and general services. A solicitation for a bid shall be sent to all responsible prospective contractors or suppliers whose names are on the bidder's list for the category of equipment, supplies or general services subject to the bid request.
- D. **Bidder's Security/Failure to Sign Contract.** If the city requires a bidder's bond or other form of security, the bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten percent (10%) of the bid amount. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the council may award the contract to the next lowest responsive, responsible bidder.
- E. **Bid Opening Procedure.** Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by city staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening.

F. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.

G. Bid Evaluation Procedures. All bids and bidders shall be analyzed by purchasing officer or designee and the responsible department for bidder's qualifications and compliance with bid specifications. The purchasing officer or designee shall prepare a recommendation to the department for award or rejection; the department shall then prepare a recommendation for award or rejection to the city council.

H. Rejection of Bids. In its discretion, the city council may reject all bids and readvertise. If no bids are received, the city council may proceed with the procurement without further complying with this chapter using whatever method it deems appropriate, such as rebid, abandon acquisition, or negotiate a contract.

I. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to criteria designated in the solicitation, provided the award amount is within the unencumbered appropriation for that item. The city council may waive any minor bid irregularities.

J. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the council may accept either bid or accept the lowest bid made by negotiation with the tied bidders.

K. Performance Bonds. The city may require a performance bond in such amount as it shall find reasonably necessary to protect the public interest. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.090)

3.04.140 Special equipment/supplies, sole source purchases, and bid exceptions.

A. Special Equipment/Supplies. In purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the purchasing officer or department head may:

1. Limit bidding to a specific product type, or a brand name product; or
2. Utilize a request for proposal approach where warranties, servicing obligations, and product performance will be evaluated in addition to the price of the product, and the award of the contract is made by the council to the proposer it deems is in the best public interest.

B. Sole Source Purchases. Commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section [3.04.100](#) and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate department head and forwarded to the purchasing officer. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract or purchase order greater than twenty-five thousand dollars (\$25,000.00).

C. Bid Exceptions. The competitive bid process is not applicable to certain purchases. The following are exempt from bid processes of this chapter:

1. Departmental purchases, as defined in Section [3.04.110](#);
2. Subscriptions;
3. Trade circulars or books;
4. Newspaper advertisements and notices;
5. Utility payments;
6. Land. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.100)

3.04.150 Cooperative purchasing with other agencies.

The bidding requirements of Section [3.04.100](#) shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. If it is determined to be in the best interest of the city, the purchasing officer is authorized to “piggy-back” onto or join into an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared by and awarded by another public, local, state or federal government agency. However, the city council’s approval shall be required prior to and for the joining of a “piggy-back” purchase or cooperative purchase for a purchase greater than twenty-five thousand dollars (\$25,000.00). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.110)

3.04.160 Recycled supply products specification.

If in procuring supplies a recycled product can achieve the necessary city performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products

made with recycled materials be bid. If the department head determines that: (A) a recycled product lacks performance capabilities or needed quality levels; or (B) a sufficient amount of such recycled or reusable product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to nonrecycled or virgin materials. When recycled products are required, reasonable efforts shall be made to label the products as containing recycled materials. As used in this section, recycled products does not mean used products, but is limited to new products made with materials which have been recycled. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.120)

3.04.170 Emergencies.

Bidding procedures may be dispensed with in the case of an emergency. The city council delegates to the city manager the authority to declare a public emergency and enter into contracts for any purchase in accordance with Section [3.04.175](#). The city manager's authority is subject to confirmation by the city council at its next meeting for any purchase in excess of twenty-five thousand dollars (\$25,000.00). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.130)

3.04.175 Declared emergencies.

A. Purpose. This section modifies the city's normal purchasing practices only during a proclaimed emergency. With this revised policy, the city is able to acquire goods and services required to address an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property while maintaining an effective purchasing policy.

B. Definitions. For the purposes of this section, the following definitions are applicable:

A proclaimed disaster or emergency exists if (1) the Governor has declared a state of emergency for an area which includes the geographic territory of the city, or (2) the city manager or their designee has declared an emergency in the city.

"Exigent circumstances" are situations in which (1) a disaster or emergency has been proclaimed, and (2) the public exigency for goods and services required to address an immediate threat to life, public health or safety, or improved public and private property will not permit competitive solicitation.

C. Delegation of Purchasing Authority in Exigent Circumstances. If the city manager or their designee determines that goods and services must be procured before the city council is to assemble and approve purchases, the city manager or their designee has the authority, subject to the limitations set forth below to approve the immediate rental and/or purchase of any equipment, supplies, services, or other items

necessary to respond to an immediate threat to life, public health or safety, or improved public and private property.

1. Limits of Single Purchase Authority. The city manager or their designee shall have the authority to make individual purchases up to one hundred thousand dollars (\$100,000.00) on their signature alone. The city manager or their designee shall have the authority to make purchases in excess of one hundred thousand dollars (\$100,000.00) up to a maximum of five hundred thousand dollars (\$500,000.00) when countersigned by the mayor or, in the mayor's absence, countersigned by another council member.

2. Limits of Aggregate Purchase Authority. The city manager or their designee shall have the authority to make aggregate purchases up to one million five hundred thousand dollars (\$1,500,000.00) on their signature alone per disaster declaration. The city manager or their designee shall have the authority to make aggregate purchases in excess of one million five hundred thousand dollars (\$1,500,000.00) and up to a maximum of two million five hundred thousand dollars (\$2,500,000.00) per disaster declaration when countersigned by the mayor or, in the mayor's absence, countersigned by another council member.

- a. Sub-delegation to the Emergency Operations Center (EOC) Director. The EOC director shall be a designee of the city manager at any time that the city manager is not available to approve purchases as allowed in this section.

- b. Sub-delegation of Purchasing Authority to Department Heads. If neither the city manager or their designee nor the EOC director is available, then any city department head has the authority to rent or purchase from the nearest source, any equipment supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of fifty thousand dollars (\$50,000.00).

- c. Sub-delegation of Purchasing Authority to Mid-Managers. If neither the city manager or their designee, EOC director, or any department head is not available, then any employee classified as a mid-manager has the authority to rent or purchase from the nearest source, any equipment, supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of twenty-five thousand dollars (\$25,000.00).

D. Administrative Procedures and Reporting Requirements.

1. As soon as possible after purchases are made under subsection C of this section, the city manager or their designee, EOC director, department head or midmanager shall submit to the finance director or designee a purchase order requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.
2. The finance director will inform the city manager or their designee and the city council of any individual purchase under this section with a contract amount greater than twenty-five thousand dollars (\$25,000.00), and also whenever the aggregate of purchases under this section is greater than two hundred fifty thousand dollars (\$250,000.00).
3. The finance director will obtain the city manager's or their designee's (or EOC director as the city manager's designee) approval prior to any purchase by a department head if the amount is twenty-five thousand dollars (\$25,000.00) or more.
4. If the city manager or their designee and the EOC director are unavailable, and the delay in getting their signature would imperil life, public health or safety, or improved public or private property, then any department head (except the requestor) may approve the emergency purchase of fifty thousand dollars (\$50,000.00) or more.
5. The finance director or designee shall have the authority to approve all disaster related purchases under fifty thousand dollars (\$50,000.00).
6. The finance director or designee will expedite the verification of funds available and complete the preparation of the purchase order.

E. Procurement Procedures in Exigent Circumstances. Upon receipt of the requisitions under subsection D of this section, the finance director or designee shall prepare purchase orders for emergency equipment, supplies, services or other items in accordance with the requirements of this section.

1. Exempt Purchases. Purchases of two hundred fifty thousand dollars (\$250,000.00) or less shall not be required to be formally bid. Purchases greater than two hundred fifty thousand dollars (\$250,000.00) may be made following the procedures specified in this section. The signature(s) of the city manager or their designee, finance director, or department head are still required as provided in subsections C and D of this section.

2. Justification of “Sole Source” or “No Bid” Contracts. Where exigent circumstances require immediate procurement from the nearest available source, the finance director or designee shall justify the emergency sole source purchase or no bid purchase on the purchase order.
 - a. Procurement should be limited to that portion of the work that must be performed immediately, and subsequent procurement by competitive proposal for the remainder of the work under the city’s normal purchasing policy (this chapter).
 - b. “Sole source” or “no bid” acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures; procurement of scarce commodities, goods, or services; or acquisition or rental of emergency equipment, emergency consulting services, emergency road clearance, or other emergency requirements.
 3. Provision for Alternate Bid Solicitation Procedures. The city’s normal requirements for quotes, sealed bids, or local preference shall not apply to this section (Declared emergencies). However, the finance director or designee shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of written and/or sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.
 4. Posting Locations for Requests for Proposals or Solicitations of Bids. The finance director or designee may waive normal requirements for public posting of requests for proposals or solicitation of bids for the procurement of emergency equipment, goods or services. Notices soliciting bids or requests for proposals shall be posted, at minimum, at the emergency operations center or the alternate emergency operations center, if the primary emergency operations center is not being used.
 5. Length of Time for Posting Requests for Proposals or Solicitation of Bids. The finance director or designee shall determine the posting period. The finance director or designee will make reasonable efforts to ensure that multiple suppliers are able to place a bid during the shortened time period.
- F. Notification and Ratification.
1. Posting of Contract Awards. All contracts awarded that exceed twenty-five thousand dollars (\$25,000.00) shall be presented to the city council for ratification and thereafter shall be publicly posted within sixty (60) days of the award.

2. Authority to Cancel Emergency Procurements. The city manager has the absolute authority to rescind a contract for nonperformance within twenty-four (24) hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or nonperformance presents an immediate threat to life, public health or safety, or improved public or private property.
3. Notification Requirement for Emergency Services. For any purchase in excess of twenty-five thousand dollars (\$25,000.00), the city manager shall report all such purchases to the city council within thirty (30) days of the onset of the disaster.
4. Requirement for Separate Invoicing. All purchases or rentals made during the proclaimed emergency or disaster conditions shall require separate invoicing from routine (nondisaster) purchases. All invoices must state the goods, services, or equipment provided and must specify the location where the goods or services were delivered.
5. Limitations of Declared Emergencies Purchasing Policy. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health or safety, or improved public or private property as outlined in this section shall follow the city's regular purchasing provisions. (Ord. 16-5 § 1 (Exh. A))

3.04.180 Surplus supplies and equipment.

All departments shall submit to the purchasing officer, at such times and in such forms as they may prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer may direct that the designated supplies or equipment be:

- A. Transferred to another city department or agency;
 - B. Exchanged or traded in on new supplies and equipment; or
 - C. Disposed of in some other suitable manner, which may include sale at auction or deposit at a landfill.
- (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.140)

3.04.190 Inspection and tests.

The purchasing officer or designee or department requesting the item shall inspect all deliveries of supplies and equipment to assure conformance with the contract or order specifications. The purchasing officer or designee, at their discretion, may require such reasonable chemical and physical tests of samples of supplies and equipment as they deem necessary to determine the quality in conformance with those specifications. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.91.150)

Article 3
Public Works Projects

3.04.200 Uniform construction cost accounting procedures.

The city council has elected to become subject to the Uniform Public Construction Cost Accounting Act and procedures as established by the California Uniform Construction Cost Accounting Commission in Public Contract Code Section [22000](#) et seq. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.010)

3.04.210 Bidding procedures for various project amounts.

- A. A public work project of sixty thousand dollars (\$60,000.00) or less may be performed by city force account, by negotiated contract, or by purchase order in accordance with Section 3.04.220.
- B. A public work project greater than sixty thousand dollars (\$60,000.00) and less than or equal to two hundred thousand dollars (\$200,000.00) may be let to contract by informal bid procedures in accordance with Section 3.04.230.
- C. A public work project of more than two hundred thousand dollars (\$200,000.00) shall, except as otherwise provided in this chapter, be let to contract by formal bidding procedure in accordance with Section 3.04.240.

The described project cost limits of subsections A through C of this section shall be increased automatically as authorized pursuant to the adjustments made by the California Uniform Construction Cost Accounting Commission under Public Contract Code Section [22034](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.020)

3.04.220 Negotiate contract or purchase order procedures.

For those projects qualifying under Section [3.04.210](#)(A), the applicable department head shall obtain a cost estimate from the project engineer or architect prior to issuing a purchase order or negotiating a contract with a responsible contractor. For any city force account work, the department head shall first comply with the guidelines established by the California Uniform Construction Cost Accounting Commission in determining the cost of the public work. The city manager shall have the authority to award and to execute any contract for the public work qualifying under Section [3.04.210](#)(A). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.030)

3.04.230 Informal bidding procedures.

For those projects which qualify under Section [3.04.210](#)(B) for informal bidding, the following procedures shall be used:

A. Bidder's List. The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with the Uniform Public Construction Cost Accounting Act rules.

B. Notice. The city clerk shall prepare a notice inviting bids.

1. Contents of Notice. The notice inviting bids shall include a general description of the services and/or articles to be purchased, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance and/or warranty bond will be required.

2. Mailing of Notice. Unless the product or service is proprietary, all contractors on the city's list for the category of work being bid shall be mailed a notice inviting informal bids, or an announcement/advertisement shall be placed in all construction trade journals, or both such mailing and advertising. The trade journals shall be those identified by the California Uniform Construction Cost Accounting Commission as appropriate for this area, in accordance with California Public Contract Code Section [22036](#).

3. Ten (10) Day Notice. Notices inviting informal bids shall be posted at the city hall and mailed at least ten (10) calendar days before the due date of submission of bids to all firms or suppliers on the bidder's list for the category of work being bid and to such other vendors as the public works director deems appropriate.

4. Proprietary Products or Services. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting bids may be sent exclusively to such contractor or contractors.

C. Award. The city council shall award the contract to the lowest responsive and responsible bidder whose bid or proposal fulfills the purpose intended according to criteria designated in the solicitation. The council may waive any minor bid irregularities.

D. Bids in Excess of Statutory Amount. If all bids received are in excess of two hundred thousand dollars (\$200,000.00), the city council may, by passage of a resolution by a four-fifths vote, award the contract to the lowest responsive and responsible bidder up to an amount not to exceed two hundred twelve thousand five hundred dollars (\$212,500.00) if it determines the cost estimate of the city was reasonable. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.92.040)

3.04.240 Formal bidding procedures.

For those projects which qualify under Section [3.04.210](#)(C) for formal bidding, the following procedures shall be used:

A. Adoption of Plans. Prior to soliciting bids, unless otherwise delegated by the city council to the public works director, the city council shall approve and adopt the plans, specifications and working details, and authorize the bid request for all public work projects in excess of two hundred thousand dollars (\$200,000.00).

B. Notice. The city clerk shall prepare a notice inviting bids.

1. Contents of Notice. The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

2. Publication of Notice. The notice shall be published at least once fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, which is circulated within the jurisdiction of the city.

3. Mailing of Notice. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission as appropriate for the area. The notice shall be mailed at least fifteen (15) calendar days before the date of opening the bids.

4. Other Notice. In addition to notice required by this section, the city may give other notice as it deems proper.

C. Bid Opening Procedure. Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project and bid on the envelope. Bids shall be opened by the city clerk's staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening. The public works director shall make an analysis of the bids for compliance with bid specifications and thereafter make a recommendation for award or rejection.

D. Award. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended, according to criteria designated in the solicitation. The council may waive minor bid irregularities. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.92.050)

3.04.250 Bonds.

A. The city shall require payment bonds for projects in excess of twenty-five thousand dollars (\$25,000.00) in accordance with California Civil Code Section [9550](#), as may be amended from time to time. The city council may require bid security or bid bonds and performance and/or warranty bonds from an acceptable surety in such amounts as it finds reasonably necessary to protect the public interest. If the city requires a bond, the form and amount of the bond shall be described in the notice inviting bids.

B. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city council may award the contract to the next lowest responsible bidder. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.92.060)

3.04.260 No bids received.

If no bids are received through the formal or informal procedure, the project may be performed by city employees by force account or by negotiated contract without further complying with this chapter. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.92.070)

3.04.270 Tie bids.

If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the city council may accept either bid or accept the lowest bid made by negotiation with the tied bidders. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.92.080)

3.04.280 Rejection of bids.

In its discretion, the council may reject any bids presented. If after the first invitation of bids all bids are rejected, the city shall state the reasons for the rejection and after reevaluating its cost estimates of the project, the city shall have the option of any of the following:

- A. Abandoning the project;
- B. Readvertising for bids in the manner described in this chapter; or
- C. By passage of a resolution by a four-fifths vote of the council declaring that the project can be performed more economically by city employees, may have the project done by force account without further complying with this chapter. (Ord. 15-8 § 1 (Exh. A) (part); Ord. 01-14 (part); prior code § 2.92.090)

3.04.290 Emergencies.

A. In cases of emergency as defined in this chapter, the city, pursuant to a four-fifths vote of the council, may proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without adopting plans, specifications, working details, or giving notice for bids to provide contracts. The work may be done by day labor under the direction of the council, by contractor, or by a combination of the two.

B. The city manager may order any action under this section subject to the provisions of California Public Contract Code Section [22050](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.100)

3.04.300 Prevailing wages required.

Public works contracts are subject to prevailing wage requirements as set forth in Labor Code Section [1720](#) et seq., as may be amended from time to time. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.110)

3.04.310 Pre-qualification of bidders.

Prospective bidders on a public works contract may be required to be pre-qualified in accordance with procedures adopted by city council resolution, subject to the provisions of California Public Contract Code Section [20101](#). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.92.120)

Article 4**Professional Services****3.04.320 Award of professional service contracts based upon competence.**

In contracting for those professional services as defined in Section [3.04.020](#), contracts should only be awarded to firms or persons who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required. Once the department requesting the service has determined a firm has an adequate level of competence, the cost of the service may be considered. However, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the city's best interest to award the contract to a higher priced professional services provider based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship and other factors required by the department or proposed by that professional services provider. The information needed for determining that level of competence, other qualifications and the procedure for selecting such

services shall be determined by each city department responsible for recommending the professional service contract. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.93.010)

3.04.330 Request for proposal/qualification.

The acquiring of professional services shall be procured through negotiated contract and may include requests for proposals/qualifications. Contracting for professional services is decentralized and shall be the responsibility of the department head requesting the service. (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.93.020)

3.04.340 Contracting authority.

The city manager shall approve professional service or consulting contracts up to and including twenty-five thousand dollars (\$25,000.00). The city council shall approve professional service or consulting contracts greater than twenty-five thousand dollars (\$25,000.00). (Ord. 15-8 § 1 (Exh. A) (part): Ord. 01-14 (part): prior code § 2.93.030)



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The Human Resources Division of the Administrative Services Department is responsible for a wide range of functions, which include recruitments, managing employee relations, benefits administration, FMLA/medical leaves of absence, performance management and training, and ensuring compliance with labor laws and regulations. The Human Resources Division consists of a Human Resources Manager and Human Resources Technician. Both positions have been vacant since June 2022.

On August 5, 2022, the City Manager executed a contract with Regional Government Services (RGS) for an amount not to exceed of \$25,000 to assist with some immediate needs in human resources. RGS is a JPA established in 2002 to provide organizational services to California public agencies. RGS has extensive human resources experience in California public agencies and provide a variety of human resources consulting services.

DISCUSSION

The City continues to face staffing shortages within the Human Resources Division and wishes to expand the scope of the Professional Services Agreement that was executed with RGS. RGS will provide immediate ongoing Human Resources Management consulting services, which include ad hoc consultation and initiation of work on identified priority projects, including but not limited to:

- Provide professional human resources expertise regarding best practice to facilitate the effective and compliant administration of City's human resources policies and practices.
- Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
- Draft specific documentation relevant to resolving a range of personnel issues; facilitate meetings and coach supervisors on conducting sensitive personnel conversations.
- Draft required management communications to employees and facilitate effective interpersonal skills and relationship building.
- Develop and/or update human resources administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and personnel transactions.
- Confer with staff as requested to obtain input and/or feedback regarding policy and procedure recommendations; or to obtain information relevant to the resolution of personnel issues.

Staff is recommending an amendment to the agreement for an additional \$50,000, with a total contract amount not to exceed \$75,000.

FISCAL IMPACT

The estimated fiscal impact of this contract amendment is \$50,000 for a not-to-exceed amount of \$75,000. Salary savings are being realized through the two current vacant positions at approximately \$25,530 per month. Based on the estimated timeframe to fill the vacancy it is estimated that the salary savings will be sufficient to offset the increased cost of the contract.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached Resolution and authorize the City Manager to execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000.

ATTACHMENTS

[Attachment 1- Resolution RGS Contract Amendment](#)

[Attachment 2 - Amendment No. 1 RGS Human Resources](#)

[Attachment 3 - STH Contract FY 2023-002 St. Helena HR Services](#)

CITY OF ST. HELENA

RESOLUTION No. 2022 -

Authorizing: (1) the City Manager to Execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000.

RECITALS

- A. The Human Resources Division of the Administrative Services Department is responsible for a wide range of functions, which include recruitments, managing employee relations, benefits administration, FMLA/medical leaves of absence, performance management and training, and ensuring compliance with labor laws and regulations.; and
- B. The City currently has two approved vacant positions in the Human Resources Division; and
- C. The City is actively working on a recruitment for the Human Resources Division; and
- D. The City has a current contract with Regional Government Services (RGS) to provide temporary assistance with human resources management and RGS has demonstrated they have the necessary skills, abilities, and staff to help fulfill the ongoing needs for human resources management; and
- E. The City of St. Helena and RGS now desire to execute an amendment to the agreement to expand the scope of the services provided.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

Authorizes the City Manager to execute execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000.

Approved at a Regular Meeting of the St. Helena City Council on September 13, 2022, by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

AMENDMENT NO. 1

**TO PROFESSIONAL SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES (RGS):
STH CONTRACT NO: 2023-002 FOR PROFESSIONAL SERVICES FOR HUMAN RESOURCES
ADVISORY SERVICES.**

This Amendment No. 1 to Agreement for Professional services is made effective on September 13, 2022 by and between the City of St. Helena, a municipal corporation ("City"), and Regional Government Services (RGS) ("Consultant").

RECITALS

- A. On August 5, 2022, The City of St. Helena and RGS entered into an agreement for Human Resources Advisory Services, as a result of two vacancies within the Human Resources Division; and
- B. The City of St. Helena desired to continue utilizing RGS for on-call services for human resources assistance; and
- C. The Human Resources Division is continuing to face impacts from staffing shortages, in which RGS will assist the City by continuing to provide Human Resources Advisory Services while prioritizing recruitments to assist with filling the vacancies; and
- D. The City of St. Helena and Regional Government Services now desire to amend the Agreement for an additional \$50,000 for a total not to exceed \$75,000.

AGREEMENT

NOW, THEREFORE. In consideration of the promises and the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.A Compensation, is amended to read as follows:

“Total compensation shall not exceed \$75,000...”

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA

a Municipal Corporation

By: _____

Anil Comelo, City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk

Scope of Services

RGS shall assign an RGS employee or employees to provide the services described below:

1. Provide immediate ongoing Human Resources Management consulting services, which include ad hoc consultation and initiation of work on identified priority projects, including but not limited to:
 - Provide professional human resources expertise regarding best practice to facilitate the effective and compliant administration of City's human resources policies and practices.
 - Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
 - Draft specific documentation relevant to resolving a range of personnel issues; facilitate meetings and coach supervisors on conducting sensitive personnel conversations.
 - Draft required management communications to employees and facilitate effective interpersonal skills and relationship building.
 - Develop and/or update human resources administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and personnel transactions.
 - Confer with staff as requested to obtain input and/or feedback regarding policy and procedure recommendations; or to obtain information relevant to the resolution of personnel issues.
 - Create implementation plans and timelines, including identification of roles/activities to be carried out by the City's managers and supervisors.
 - Coach supervisors as needed in team building, conflict resolution, and other collaborative workplace skills.
2. RGS shall assign RGS Advisors to provide additional services as described below, as requested by Agency and authorized by the RGS lead advisor.
 - Services may be within any of the RGS service areas, including but not limited to: Benefit Administration, Project and Transitional Management, Community Engagement/Communication Services, Land Use Planning Services, Finance Consultation, Training Design and Delivery, Strategic Planning and Facilitation Services, Emergency Management Consultation.
 - Services to be engaged in writing, which can range from an email from the Administrative Service Director or City Manager to an amendment to this agreement.
3. RGS Advisors will:
 - Be reasonably available to perform the services during the normal work week.
 - Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.

- Perform services remotely, or at Agency offices or at other locations at their discretion.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on August 5, 2022 by and between the **CITY OF ST. HELENA**, located in the County of Napa, State of California (City), and **REGIONAL GOVERNMENT SERVICES AUTHORITY** (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Human Resources Advisory Services.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall 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 this Agreement or **Exhibit A, “Scope of Services”** (the “Services”), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, “Scope of Services”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit A** attached hereto and made a part hereof. Total compensation shall not exceed \$25,000 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the

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amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants 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 shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – [Intentionally Omitted]

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City. Pursuant to California Government Code §990, as a public entity, Contractor may satisfy the coverage requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend against third party claims, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers (collectively "Indemnitees") from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including reasonable legal fees and expert witness costs) (collectively, "Liabilities"), to the extent incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, to the extent arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

C. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence, active negligence, or willful acts or misconduct.

D. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

E. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City

relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct. City acknowledges that Consultant, as a public agency is subject to the California Public Records Act (the “CPRA”) and will comply with this Agreement to the extent that it does not conflict with CPRA

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical

handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's

performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, emailed, sent by facsimile, or first class mail, addressed as follows:

To City: April Mitts, Assistant City Manager
City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574
Email: amitts@cityofsthenela.org

To Consultant: Richard H. Averett Executive Director
Regional Government Services Authority
P.O. Box 1350
Carmel Valley, California 93924
Email: raverett@rgs.ca.gov

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. City or Consultant may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to the other party. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

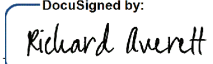
As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the date first above written.

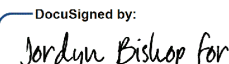
Consultant:

By:  8/5/2022
DocuSigned by: Richard Iwerett
 Executive Director

City:

By:  8/5/2022
DocuSigned by: Anil Comelo
 City Manager

Approved as to Form:

By:  8/5/2022
DocuSigned by: Jordyn Bishop
 Title: Authority Counsel

Approved as to Form:

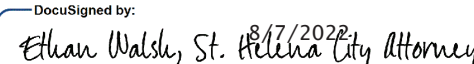
By:  8/7/2022
DocuSigned by: Ethan Walsh
 Title: City Attorney

EXHIBIT A SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall provide recruitment services to the City of St. Helena. Services may be provided onsite or remotely. The scope of services to be provided under this agreement may include but is not limited to the following:

- 1) Provide recruitment and selection services to fill Agency vacancy as agreed to by the Agency and RGS:
 - a) Prepare a draft job announcement and recruitment materials;
 - b) Post recruitment and advertising, screen applications;
 - c) Prescreening process to identify most qualified candidates;
 - d) Administer selection processes; compile and communicate selection process results to stakeholders;
 - e) Coordinate stakeholder meetings as appropriate.
- 2) Additional projects and activities may be requested by Agency at any time and will be initiated as mutually agreed. Project scopes, timelines and cost estimates will be provided upon request.
- 3) The Agency will only be invoiced for the actual hours worked. The hourly bill rate does not include any direct travel costs. Such expenses which will be invoiced to the Agency at cost, and may include printing/copying fees, advertising costs, background investigation fees, online application hosting, or any other such direct costs incurred as part of this work.

RGS Advisor(s) will:

- a. Perform the functions as assigned by the Lead Advisor. The Lead Advisor, serves as the Agency's primary point of contact, and will oversee and direct projects to RGS staff as needed at his/her discretion.
- b. Be reasonably available to perform the services during the normal work week.
- c. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS_lead advisor.



RGS 2022 RATE SHEET

Title	Hourly Rate
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

Regional Government Services may charge travel expenses at the current Federal rate for advisor travel to and from agency worksite.



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Proposed Approval of A) a Resolution Authorizing Staffing Recommendations as Follows:

- 1. Add Administrative Analyst Classification and establish a salary range of \$82,012 - \$99,686; and**
- 2. Increase the salary range for the Director of Public Works to \$162,072 - \$197,000; and**
- 3. Reclassify the Planning & Building Director to Director of Community Development and establish a salary range of \$162,072 - \$197,000; and**
- 4. Add Human Resources Analyst Classification and establish a salary range of \$80,646 - \$98,026; and**
- 5. Freeze the Human Resources Manager for the remainder of FY2023; and**
- 6. Unfreeze the Parks & Trees Superintendent for the remainder of FY2023; and**
- 7. Increase the salary range for the Senior Civil Engineer to \$127,499 - \$154,976; and**

B) Approval of an Amendment to a Memorandum of Understanding Between the St. Helena Employees Association (SHEA) and the City and approval of Amendment #12 to the Unrepresented Compensation Program; and

C) Approval of a Resolution Duly Adopting and Approving a Publicly Available Pay Schedule for St. Helena Employees Association (SHEA), Publicly Available Pay Schedule for Mid-Management, and Publicly Available Pay Schedule for Executive Management - Departments Heads which Includes a Revised Salary Schedule for the Director of Public Works Classification, Reclassification of the Planning & Building Director to a Director of Community Development, and a Revised Salary Schedule for the Reclassified Director of Community Development effective September 13, 2022.

CEQA Not a CEQA project
Determination:

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The City requires a highly qualified team in place to pursue and implement the City Council's priorities and subsequently needs to attract and retain qualified executive staff members. Over the course of the last several years the City has experienced significant recruiting challenges primarily due to the salary scales at the City being significantly lower than competitor agencies. The net effect of having lower compensation scales has been higher staff turn-over and delays or difficulties in filling key positions within the organization. The turnovers and vacancies in turn have resulted in loss of institutional memory and delays or lack of progress on key City Council priorities.

Lately, the City is not alone in experiencing staffing difficulties. Private and public organizations throughout the Napa Valley are experiencing similar impacts, which have resulted in a highly competitive labor market to attract talent. In order to provide competitive wages during this challenging time in recruiting staff is evaluating the compensation philosophy and analyzing other areas to attract and retain employees including, but not limited to, establishing a permanent teleworking policy with more flexibility.

DISCUSSION

To attract and retain talent at the City of St. Helena, staff is proposing amendments to the following positions:

- Administrative Records Assistant
- Planning & Building Director
- Human Resources Technician
- Parks & Trees Superintendent
- Senior Civil Engineer
- Director of Public Works

Administrative Records Assistant | *Propose Administrative Analyst*

The City currently has an Administrative Records Assistant vacancy in the City Clerk's division. This is a key position that supports the City Clerk with records retention and public records requests. In addition, this position assists with clerking meetings and stepping in for the City Clerk when they are unavailable. The City released a recruitment in August, which received minimal interest that did not result in a qualified candidate.

Staff surveyed 18 organizations to determine the level of support that is typical in the City Clerk's office. Of the agencies surveyed, 15 have a Deputy City Clerk classification. Several of the agencies also had an Administrative Analyst position that supported the

City Clerk's office. These positions included key duties that ensured adequate support is provided to the City Clerk. Staff recommends enhancing the existing Administrative Records Assistant job duties to include the following:

- Maintain records systems and procedures to facilitate the orderly retention and disposition of records.
- As directed by the City Clerk, attend public meetings to assist the public and to help assist during City Council meetings.
- Respond to Public Records Requests including directing staff in the compilation of official records.
- Serve as system administrator for records management related software systems, including being the liaison between the City Clerk's Office and the Information Technology Division, updating and training users, overseeing system upgrades and configuration, and advising and assisting with coordinating conversions of active records systems.

Staff is also recommending that the position be reclassified to an Administrative Analyst to appropriately align the title and salary range with the additional duties.

The existing salary range for the Administrative Records Assistant is \$57,841 - \$70,307 annually. Staff is recommending that the City Council adopt a new salary range of \$82,012 - \$99,686 annually for the new classification of Administrative Analyst.

Director of Public Works | *Propose Salary Augmentation*

The City Council's workplan has a substantial focus on community development and advancement of several critical capital infrastructure projects. Given the highly competitive nature of the engineering profession particularly at the Director level, staff has evaluated the existing salary scale for market competitiveness. The current top Market median salary for the Director of Public Works position is \$200,868.

Staff is recommending establishing top salary for the Director of Public Works class be set at a top annual salary of \$197,000 to minimize inconsistencies and ensure internal equities between the other classifications. Staff will continue to engage with the City's compensation consultant to evaluate the executive management classification structure in Spring 2023 and will present to City Council in late spring or early summer with an updated compensation structure and updated market data.

The existing salary range for the Director of Public Works is \$159,382 - \$193,729 annually. Staff is recommending that the City Council adopt a new salary range of \$162,072 - \$197,000 annually.

Planning & Building Director | *Propose Director of Community Development*

The City has identified the need to increase a focus on revitalization and economic development to support the City Council's Goal #4: Ensure Long-Term Economic Sustainability while Supporting St. Helena's Charm and Rural Character. To support this

ongoing demand, staff is recommending reclassifying the existing Planning & Building Director to a Director of Community Development. The Director of Community Development will work with the City Manager to prioritize an economic development and related strategies. The Community Development Director will be responsible for monitoring the progress of the goals identified.

The existing salary range for the Planning & Building Director is \$150,402 - \$182,815 annually. Staff is recommending that the City Council adopt a new salary range of \$162,072 - \$197,000 annually for the reclassified position of Community Development Director. This change will align the salary ranges of the Director of Public Works and Director of Community Development.

Human Resources Technician | *Propose Human Resources Analyst*
Human Resources Manager | *Propose Not Funding in FY23*

The Human Resources Division of the Administrative Services Department is staffed with a Human Resources Manager and a Human Resources Technician. As of June 2022, both positions in the Human Resources division are vacant. City staff has evaluated the staffing needs of the division and is making the recommendation to enhance the Human Resources Technician to a Human Resources Analyst.

The position's responsibilities will include, but are not limited to, professional analytical work in the administration of human resources operations recruitments, employee and labor relations, benefit administration, policy development and implementation, and leaves of absences.

The existing salary range for the Human Resources Technician is \$60,530 - \$73,575 annually. Staff is recommending that the City Council adopt a new salary range of \$80,646 - \$98,026 annually for the new classification of Human Resources Analyst.

Additionally, staff is recommending to not fund the Human Resources Manager position at this time but will reevaluate the needs of the division at a later date. Not funding the position will result in an annual salary savings of \$187,344 across General, Water, and Wastewater Funds.

Parks & Trees Superintendent | *Propose Funding in FY23*

In Fall 2019, the City Council approved the addition of a Parks & Trees Superintendent during a reorganization of the Public Works to ensure that there was adequate leadership of each of the key divisions within Public Works. Effective leadership is vital to effectively operating each of the divisions. This position assists with the overall accountability of staff within the Parks & Trees Division.

During the FY 20/21 budget development process this position was vacant and subsequently recommended for freezing to achieve the necessary reduction in expenses to offset the loss in revenues as a result of impacts from the pandemic. The position remained frozen in both the FY 21/22 and FY 22/23 budgets. The continued lack of

leadership in the Parks & Trees division has created impacts that the City would like mitigate by unfreezing the position in FY 22/23.

The Superintendent has the key role of development and training of staff and ensuring that all safety protocols are followed. They are responsible for the administrative duties of the division, which include reporting pesticide use, playground inspections, and tree assessment reports. They will also assist with the newly adopted Integrated Pest Management Policy. The addition of the Superintendent will increase the overall level of service for City parks.

The fully burdened annual salary for the Parks & Trees Superintendent is \$150,171. The overall FY 22/23 impact to funding the Parks & Trees Superintendent is \$112,628, assuming that the position is filled effective October 1, 2022 with the maximum benefit package.

Senior Civil Engineer | *Propose Salary Augmentation*

Following the reorganization of Public Works in August 2019, the Public Works Director and City Manager continued to evaluate the organizational needs of current projects/programs to improve efficiencies in Public Works Administration as well as ensure succession planning. After review of the current Capital Improvement Projects (CIP) and programs, the City Council adopted work plan, the workload of the Public Works Director, and the fiscal impact of utilizing outside consultants to augment engineering services, the City Manager and the Public Works Director determined that a second licensed engineer would improve efficiencies in Public Works Administration. In October 2020, City Council approved adding the Senior Civil Engineer position into the FY 20/21 Operating Budget. A recruitment was released shortly thereafter but resulted in a failed recruitment. Despite multiple attempts, the City has had no viable candidates for two years!

As a result of not being able to fill the position, during FY 21/22 budget development the Senior Civil Engineer position was frozen due to impacts from the pandemic. In FY 22/23 funding was reallocated to the position and a recruitment was opened immediately upon approval. However, to date the City has yet to receive any applications or interest in the position. This is position that is in high demand throughout California resulting in competitive wages. As a result, staff is recommending an augmentation to the current salary to bring it within the 75th percentile and increase the potential candidate pool.

The existing salary range for the Senior Civil Engineer is \$109,389 - \$132,963 annually. Staff is recommending that the City Council adopt a new salary range of \$127,499 - \$154,976 annually.

The table below provides a summary of the current total compensation (Salary and Benefits) for each of the above described positions, the proposed total compensation, and the fiscal impact to the remainder of the FY 23 budget.

Position	Current Total Compensation	Proposed Total Compensation	FY23 Budget Impact
Administrative Records Assistant to Administrative Analyst	\$104,252	\$144,548	\$40,296
Director of Public Works	\$240,514	\$258,841	\$18,327
Planning & Building Director to Director of Community Development	\$225,321	\$240,629	\$15,308
Human Resources Technician to Human Resources Analyst	\$118,978	\$145,242	\$26,264
Human Resources Manager	\$187,344	\$ -	(\$187,344)
Parks & Trees Superintendent	\$ -	\$112,628	\$112,628
Senior Civil Engineer	\$191,264	\$219,063	\$27,799
Net Impact			\$53,278

FISCAL IMPACT

The overall impact is \$53,278 as follows:

- Increase to the General Fund of \$74,352
- Decrease to the Water Fund of \$12,549
- Decrease to the Wastewater Fund of \$8,525

General Fund balance will be utilized to cover the increased cost to the General Fund. Below is a summary of the impact on the Net position:

General Fund Estimated Unassigned Net Position	
Revised Estimated Unassigned Net Position	\$8,977,480
Percent of Expenses Based on Total Net Position	48%
WWTP Contingency (Interfund Loan, if needed)	(\$2,000,000)
Revised Estimated Unassigned Net Position	\$6,977,480
Percent of Expenses Based on Total Net Position	37%

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

[Attachment 1 - Resolution Staffing Recommendations](#)

[Attachment 2 - FY22-23 SHEA Salary Schedule Effective 2022.09.13](#)

[Attachment 3 - FY22-23 MidManagement Salary Schedule Effective 2022.09.13](#)

[Attachment 4 - FY22-23 Executive - Department Heads Salary Schedule Effective 2022.09.13](#)

[Attachment 5 - SHEA MOU 2022.09.13 Full Document Redline Version](#)

[Attachment 6 - SHEA MOU 2022.09.13 Full Document Clean Version](#)

[Attachment 7 - Eleventh Amendment Unrepresented Comp Program 2022-09-13 Redline Version](#)

[Attachment 8 - Eleventh Amendment Unrepresented Comp Program 2022-09-13 Clean Version](#)

**CITY OF ST. HELENA
RESOLUTION NO. 2022-**

**APPROVAL OF A) STAFFING RECOMMENDATIONS
B) AN AMENDMENT TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE ST. HELENA
EMPLOYEES ASSOCIATION (SHEA) AND THE CITY
AND AMENDMENT #12 TO THE UNREPRESENTED
COMPENSATION PROGRAM, AND C) DULY
ADOPTING AND APPROVING PUBLICLY
AVAILABLE PAY SCHEDULE IN ACCORDANCE
WITH THE REQUIREMENT OF CALIFORNIA CODE
OF REGULATIONS, TITLE 3, SECTION 570.5.**

RECITALS

- A. The City requires a highly qualified team in place to pursue and implement the City Council's priorities and subsequently needs to attract and retain qualified executive staff members; and
- B. Over the course of the last several years the City has experienced significant recruiting challenges primarily due to the salary scales at the City being significantly lower than competitor agencies; and
- C. To attract and retain talent at the City of St. Helena the City Manager made the following staffing recommendations:
 - 1. Add Administrative Analyst Classification and establish a salary range of \$82,012 - \$99,686; and
 - 2. Increase the salary range for the Director of Public Works to \$162,072 - \$197,000; and
 - 3. Reclassify the Planning & Building Director to Director of Community Development and establish a salary range of \$162,072 - \$197,000; and
 - 4. Add Human Resources Analyst Classification and establish a salary range of \$80,646 - \$98,026; and
 - 5. Freeze the Human Resources Manager for the remainder of FY2023; and
 - 6. Unfreeze the Parks & Trees Superintendent for the remainder of FY2023; and
 - 7. Increase the salary range for the Senior Civil Engineer to \$127,499 - \$154,976; and

- D. The City of St. Helena contracts with the California Public Employee Retirement System (“CalPERS”) to provide retirement benefits for its employees; and
- E. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and
- F. On September 13, 2022, via this resolution City Council is ratifying an amendment to the three-year agreement with the SHEA which includes the addition of the new classifications of Administrative Analyst and Human Resources Analyst and the Amendment #12 to the Unrepresented Compensation Program to include the reclassification of the Planning & Building Director to Director of Community Development; and
- G. Staff updated the pay scale with an effective date of September 13, 2022.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. The Council hereby approves staffing recommendations as follows:
 - a. Addition of Administrative Analyst Classification and establish a salary range of \$82,012 - \$99,686; and
 - b. Increase the salary range for the Director of Public Works to \$162,072 - \$197,000; and
 - c. Reclassify the Planning & Building Director to Director of Community Development and establish a salary range of \$162,072 - \$197,000; and
 - d. Addition Human Resources Analyst Classification and establish a salary range of \$80,646 - \$98,026; and
 - e. Freeze the Human Resources Manager for the remainder of FY2023; and
 - f. Unfreeze the Parks & Trees Superintendent for the remainder of FY2013; and
 - g. Increase the salary range for the Senior Civil Engineer to \$127,499 - \$154,976
 - h. A budget adjustment to the related salary and benefit GL accounts as follows:
 - i. Increase to the General Fund of \$74,352
 - ii. Decrease to the Water Fund of \$12,549
 - iii. Decrease to the Wastewater Fund of \$8,525
2. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule for members included in the SHEA MOU and Unrepresented Compensation Program and contained in Attachment 2, Attachment 3, and Attachment 4 is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and

3. That the revised City of St. Helena Publicly Available Salary Schedule makes no changes to the salary schedules for other classifications; and
4. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years; and
5. Approves the amendment to the SHEA MOU to include the Administrative Analyst and Human Resources Analyst classifications and Amendment #12 to the Unrepresented Compensation Program to include the reclassification of the Planning & Building Director to the Director of Community Development.

Approved at a regular meeting of the St. Helena City Council on September 13, 2022 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

Councilmember Hardy: _____

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE**St. Helena Employee Association - Miscellaneous Group****Approved and Adopted September 13, 2022**

Addition of Administrative Analyst and Human Resources Analyst classifications effective September 13, 2022

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Office Assistant	Annual	48,194	50,604	53,134	55,791	58,580
	Monthly	4,016	4,217	4,428	4,649	4,882
	Hourly	23.17	24.33	25.55	26.82	28.16
Library Associate I	Annual	49,092	51,547	54,124	56,831	59,672
	Monthly	4,091	4,296	4,510	4,736	4,973
	Hourly	23.60	24.78	26.02	27.32	28.69
Maintenance Worker I Buildings & Streets; Parks & Trees	Annual	53,502	56,177	58,986	61,935	65,032
	Monthly	4,458	4,681	4,915	5,161	5,419
	Hourly	25.72	27.01	28.36	29.78	31.27
Library Associate II	Annual	54,027	56,728	59,564	62,543	65,670
	Monthly	4,502	4,727	4,964	5,212	5,472
	Hourly	25.97	27.27	28.64	30.07	31.57
Maintenance Worker I - Utilities	Annual	55,678	58,462	61,385	64,455	67,677
	Monthly	4,640	4,872	5,115	5,371	5,640
	Hourly	26.77	28.11	29.51	30.99	32.54
Plant Operator in Training	Annual	56,158	58,966	61,914	65,010	68,261
	Monthly	4,680	4,914	5,160	5,418	5,688
	Hourly	27.00	28.35	29.77	31.25	32.82
Permit Technician I Planning; Building	Annual	56,500	59,325	62,291	65,406	68,676
	Monthly	4,708	4,944	5,191	5,450	5,723
	Hourly	27.16	28.52	29.95	31.44	33.02
Accounting Technician I	Annual	57,613	60,493	63,518	66,694	70,029
	Monthly	4,801	5,041	5,293	5,558	5,836
	Hourly	27.70	29.08	30.54	32.06	33.67
Administrative Assistant	Annual	57,831	60,722	63,759	66,946	70,294
	Monthly	4,819	5,060	5,313	5,579	5,858
	Hourly	27.80	29.19	30.65	32.19	33.80
Maintenance Worker II Buildings & Streets; Parks & Trees	Annual	58,850	61,793	64,883	68,127	71,533
	Monthly	4,904	5,149	5,407	5,677	5,961
	Hourly	28.29	29.71	31.19	32.75	34.39
Senior Library Associate	Annual	59,403	62,373	65,492	68,766	72,205
	Monthly	4,950	5,198	5,458	5,731	6,017
	Hourly	28.56	29.99	31.49	33.06	34.71
Librarian I	Annual	60,690	63,725	66,911	70,257	73,770
	Monthly	5,058	5,310	5,576	5,855	6,147
	Hourly	29.18	30.64	32.17	33.78	35.47
Maintenance Worker II - Utilities	Annual	61,251	64,313	67,529	70,905	74,451
	Monthly	5,104	5,359	5,627	5,909	6,204
	Hourly	29.45	30.92	32.47	34.09	35.79

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE**Approved and Adopted September 13, 2022**

Addition of Administrative Analyst and Human Resources Analyst classifications effective September 13, 2022

FY 2022-2023

Permit Technician II	Annual	62,146	65,253	68,516	71,941	75,538
Planning; Building	Monthly	5,179	5,438	5,710	5,995	6,295
	Hourly	29.88	31.37	32.94	34.59	36.32
Administrative Records Assistant	Annual	62,353	65,470	68,744	72,181	75,790
	Monthly	5,196	5,456	5,729	6,015	6,316
	Hourly	29.98	31.48	33.05	34.70	36.44
Accounting Technician II	Annual	63,377	66,546	69,873	73,367	77,035
	Monthly	5,281	5,545	5,823	6,114	6,420
	Hourly	30.47	31.99	33.59	35.27	37.04
Human Resources Technician ⁽⁶⁾	Annual	63,557	66,734	70,071	73,575	77,253
	Monthly	5,296	5,561	5,839	6,131	6,438
	Hourly	30.56	32.08	33.69	35.37	37.14
Executive Assistant	Annual	63,620	66,800	70,140	73,648	77,330
	Monthly	5,302	5,567	5,845	6,137	6,444
	Hourly	30.59	32.12	33.72	35.41	37.18
Environmental Services Technician I	Annual	63,623	66,804	70,144	73,651	77,334
	Monthly	5,302	5,567	5,845	6,138	6,444
	Hourly	30.59	32.12	33.72	35.41	37.18
Plant Operator I	Annual	64,615	67,846	71,238	74,800	78,540
Water; Wastewater	Monthly	5,385	5,654	5,936	6,233	6,545
	Hourly	31.06	32.62	34.25	35.96	37.76
Lead Maintenance Worker	Annual	64,741	67,978	71,377	74,946	78,693
Buildings & Streets; Parks & Trees	Monthly	5,395	5,665	5,948	6,245	6,558
	Hourly	31.13	32.68	34.32	36.03	37.83
Librarian II	Annual	66,754	70,092	73,597	77,277	81,140
	Monthly	5,563	5,841	6,133	6,440	6,762
	Hourly	32.09	33.70	35.38	37.15	39.01
Lead Maintenance Worker -	Annual	67,373	70,742	74,279	77,993	81,893
Underground Utilities	Monthly	5,614	5,895	6,190	6,499	6,824
	Hourly	32.39	34.01	35.71	37.50	39.37
Permit Technician III	Annual	68,364	71,782	75,371	79,140	83,097
Planning; Building	Monthly	5,697	5,982	6,281	6,595	6,925
	Hourly	32.87	34.51	36.24	38.05	39.95
Senior Accounting Technician	Annual	69,708	73,193	76,853	80,695	84,730
	Monthly	5,809	6,099	6,404	6,725	7,061
	Hourly	33.51	35.19	36.95	38.80	40.74
Environmental Services Technician II	Annual	69,979	73,478	77,152	81,010	85,060
	Monthly	5,832	6,123	6,429	6,751	7,088
	Hourly	33.64	35.33	37.09	38.95	40.89
Plant Operator II	Annual	71,044	74,596	78,326	82,242	86,354
	Monthly	5,920	6,216	6,527	6,853	7,196
	Hourly	34.16	35.86	37.66	39.54	41.52

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted September 13, 2022

Addition of Administrative Analyst and Human Resources Analyst classifications effective September 13, 2022

FY 2022-2023

Assistant Planner	Annual	73,295	76,960	80,808	84,848	89,090
	Monthly	6,108	6,413	6,734	7,071	7,424
	Hourly	35.24	37.00	38.85	40.79	42.83
Senior Librarian	Annual	73,425	77,096	80,951	84,999	89,249
	Monthly	6,119	6,425	6,746	7,083	7,437
	Hourly	35.30	37.07	38.92	40.86	42.91
Plant Operator III Water; Wastewater	Annual	74,595	78,324	82,241	86,353	90,670
	Monthly	6,216	6,527	6,853	7,196	7,556
	Hourly	35.86	37.66	39.54	41.52	43.59
Recreation Supervisor	Annual	75,793	79,583	83,562	87,740	92,127
	Monthly	6,316	6,632	6,963	7,312	7,677
	Hourly	36.44	38.26	40.17	42.18	44.29
Fire Inspector	Annual	76,954	80,802	84,842	89,084	93,539
	Monthly	6,413	6,734	7,070	7,424	7,795
	Hourly	37.00	38.85	40.79	42.83	44.97
Junior Engineer	Annual	77,175	81,034	85,085	89,340	93,807
	Monthly	6,431	6,753	7,090	7,445	7,817
	Hourly	37.10	38.96	40.91	42.95	45.10
Associate Planner	Annual	80,622	84,653	88,885	93,330	97,996
	Monthly	6,718	7,054	7,407	7,777	8,166
	Hourly	38.76	40.70	42.73	44.87	47.11
Human Resources Analyst ⁽⁶⁾	Annual	80,646	84,678	88,912	93,358	98,026
	Monthly	6,721	7,057	7,409	7,780	8,169
	Hourly	38.77	40.71	42.75	44.88	47.13
Administrative Analyst	Annual	82,012	86,113	90,418	94,939	99,686
	Monthly	6,834	7,176	7,535	7,912	8,307
	Hourly	39.43	41.40	43.47	45.64	47.93
Buildings & Streets Superintendent Parks & Trees Superintendent	Annual	82,236	86,348	90,665	95,198	99,958
	Monthly	6,853	7,196	7,555	7,933	8,330
	Hourly	39.54	41.51	43.59	45.77	48.06
Underground Utilities Superintendent	Annual	85,853	90,146	94,653	99,386	104,355
	Monthly	7,154	7,512	7,888	8,282	8,696
	Hourly	41.28	43.34	45.51	47.78	50.17
Assistant Engineer	Annual	89,136	93,592	98,272	103,186	108,345
	Monthly	7,428	7,799	8,189	8,599	9,029
	Hourly	42.85	45.00	47.25	49.61	52.09
Chief Plant Operator Water; Wastewater	Annual	89,533	94,009	98,710	103,645	108,828
	Monthly	7,461	7,834	8,226	8,637	9,069
	Hourly	43.04	45.20	47.46	49.83	52.32
Associate Civil Enginner	Annual	98,057	102,960	108,108	113,514	119,189
	Monthly	8,171	8,580	9,009	9,459	9,932
	Hourly	47.14	49.50	51.98	54.57	57.30

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted September 13, 2022

Addition of Administrative Analyst and Human Resources Analyst classifications effective September 13, 2022

FY 2022-2023

⁽¹⁾ *Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:*

5 years - 2.5% of base salary

10 years - 5.0% of base salary

15 years - 7.5% of base salary

20 years - 10.0% of base salary

⁽²⁾ *Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.*

⁽³⁾ *Standby Pay - Shall be paid at a rate of \$525.00 per week to those employees in the Public Works Department who are required to be on Standby for an entire week (Friday the following at Friday 7:00 a.m.). If a holiday falls on the Friday at the end of the standby period the employee shall receive an additional \$100.00 for the extension of the assignment. The same would apply if the holiday fall on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the*

⁽⁴⁾ *Certification Pay - \$50.00 per month for each governmental certificate or licensing as follow:*

"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Wastewater Treatment Plant, enabling those employees to perform other plant.

A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the city.

Certification for back-flow prevention devices for Public Works employees.

Playground Inspection Certification for employees working in the Parks Division.

Arborist Certificate for employees working in the Parks Division.

Wastewater Collections Certificate for employees working in the Wastewater Collections/Sewer Division.

⁽⁵⁾ *Uniform Allowance as follow:*

Employees assigned to Water Distribution and Public Works - \$35.49 per pay period.

Employees assigned to Parks-Trees-Buildings - \$33.06 per pay period.

Employees assigned to the Wastewater Treatment Plant (Chief Plant Operator and Plant Operator II) - \$9.29 per pay period.

Employees assigned to the Wastewater Treatment Plant (Plant Operator III) - \$5.79 per pay period.

Employees assigned to the Water Treatment Plant - \$11.49 per pay period.

⁽⁶⁾ *Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information*

**Annual timebase payrate is rounded up to the nearest whole dollar, while all other timebase payrates are rounded to the nearest cent*

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted September 13, 2022

Includes adjustment to the Senior Civil Engineer Salary Range effective September 13, 2022

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Management Analyst	Annual	83,399	87,569	91,948	96,545	101,372
	Monthly	6,950	7,297	7,662	8,045	8,448
	Hourly	40.10	42.10	44.21	46.42	48.74
Senior Management Analyst	Annual	91,195	95,754	100,542	105,569	110,848
	Monthly	7,600	7,980	8,379	8,797	9,237
	Hourly	43.84	46.04	48.34	50.75	53.29
Public Works Assistant Operations Manager	Annual	97,310	102,176	107,284	112,649	118,281
	Monthly	8,109	8,515	8,940	9,387	9,857
	Hourly	46.78	49.12	51.58	54.16	56.87
Senior Planner	Annual	99,248	104,211	109,421	114,892	120,637
	Monthly	8,271	8,684	9,118	9,574	10,053
	Hourly	47.72	50.10	52.61	55.24	58.00
Public Works Operations Manager	Annual	106,847	112,190	117,799	123,689	129,873
	Monthly	8,904	9,349	9,817	10,307	10,823
	Hourly	51.37	53.94	56.63	59.47	62.44
Senior Civil Engineer	Annual	127,499	133,874	140,568	147,596	154,976
	Monthly	10,625	11,156	11,714	12,300	12,915
	Hourly	61.30	64.36	67.58	70.96	74.51
Lieutenant	Annual	115,026	120,777	126,816	133,157	139,815
	Monthly	9,586	10,065	10,568	11,096	11,651
	Hourly	55.30	58.07	60.97	64.02	67.22
Chief Building Official	Annual	116,740	122,577	128,706	135,141	141,898
	Monthly	9,728	10,215	10,725	11,262	11,825
	Hourly	56.13	58.93	61.88	64.97	68.22
Treatment Plant Manager	Annual	107,849	113,241	118,903	124,848	131,091
	Monthly	8,987	9,437	9,909	10,404	10,924
	Hourly	51.85	54.44	57.16	60.02	63.02
Assistant Public Works Director	Annual	127,499	133,874	140,568	147,596	154,976
	Monthly	10,625	11,156	11,714	12,300	12,915
	Hourly	61.30	64.36	67.58	70.96	74.51
<u>Confidential Positions</u>						
Management Analyst ⁽¹⁾	Annual	83,399	87,569	91,948	96,545	101,372
	Monthly	6,950	7,297	7,662	8,045	8,448
	Hourly	40.10	42.10	44.21	46.42	48.74

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Mid-Management Exempt

Approved and Adopted July 26, 2022

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
Senior Management Analyst ⁽¹⁾	Annual	91,195	95,754	100,542	105,569	110,848
	Monthly	7,600	7,980	8,379	8,797	9,237
	Hourly	43.84	46.04	48.34	50.75	53.29
Administrative Services Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Assistant to City Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Finance Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Human Resources Manager ⁽¹⁾	Annual	106,341	111,658	117,241	123,103	129,258
	Monthly	8,862	9,305	9,770	10,259	10,771
	Hourly	51.13	53.68	56.37	59.18	62.14
Assistant Administrative Services Director ⁽¹⁾	Annual	123,176	129,334	135,801	142,591	149,721
	Monthly	10,265	10,778	11,317	11,883	12,477
	Hourly	59.22	62.18	65.29	68.55	71.98

⁽¹⁾ Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

*Annual timebase payrate is rounded up to the nearest whole dollar, while all other timebase payrates are rounded to the nearest cent.

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted September 13, 2022

Includes reclassification of Planning & Building Director to Director of Community and updated Salary Ranges for Director of Public Works and Community Development Director

FY 2022-2023

Position	Timebase*	Steps				
		A	B	C	D	E
City Clerk	Annual	109,065	114,518	120,244	126,256	132,569
	Monthly	9,089	9,543	10,020	10,521	11,047
	Hourly	52.43	55.06	57.81	60.70	63.73
Library Director	Annual	133,446	140,118	147,124	154,480	162,204
	Monthly	11,121	11,677	12,260	12,873	13,517
	Hourly	64.16	67.36	70.73	74.27	77.98
Parks & Recreation Director	Annual	135,908	142,703	149,839	157,330	165,197
	Monthly	11,326	11,892	12,487	13,111	13,766
	Hourly	65.34	68.61	72.04	75.64	79.42
Administrative Services Director	Annual	143,233	150,395	157,914	165,810	174,101
	Monthly	11,936	12,533	13,160	13,818	14,508
	Hourly	68.86	72.31	75.92	79.72	83.70
Fire Chief ⁽¹⁾	Annual					190,060
	Monthly					15,838
	Hourly					91.38
Police Chief	Annual	159,945	167,942	176,339	185,156	194,414
	Monthly	13,329	13,995	14,695	15,430	16,201
	Hourly	76.90	80.74	84.78	89.02	93.47
Director of Community Development	Annual	162,072	170,176	178,684	187,619	197,000
	Monthly	13,506	14,181	14,890	15,635	16,417
	Hourly	77.92	81.82	85.91	90.20	94.71
Director of Public Works	Annual	162,072	170,176	178,684	187,619	197,000
	Monthly	13,506	14,181	14,890	15,635	16,417
	Hourly	77.92	81.82	85.91	90.20	94.71
Assistant City Manager	Annual	172,768	181,406	190,477	200,001	210,001
	Monthly	14,397	15,117	15,873	16,667	17,500
	Hourly	83.06	87.21	91.58	96.15	100.96
City Manager ⁽¹⁾	Annual					235,072
	Monthly					19,589
	Hourly					113.02

⁽¹⁾ Salaries do not have a scale.

*Annual and monthly timebase payrates are rounded to the nearest whole dollar, while hourly timebase payrate is rounded to the nearest cent.

MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. HELENA EMPLOYEES ASSOCIATION
AND
CITY OF ST. HELENA
FOR THE PERIOD
JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as “City,” and the St. Helena Employees Association, hereinafter referred to as “Association,” pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena’s Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2 RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting Technician I, II
- Administrative Analyst
- Administrative Assistant
- Administrative Records Assistant
- Assistant Engineer
- Assistant Planner
- Associate Engineer
- Associate Planner
- Buildings & Streets Superintendent
- Chief Plant Operator - Water & Wastewater
- Environmental Services Technician I, II
- Executive Assistant
- Fire Inspector
- Human Resources Analyst (Confidential)
- Human Resources Technician (Confidential)
- Junior Engineer
- Lead Maintenance Worker
- Lead Maintenance Worker – Underground Utilities
- Librarian I, II
- Library Associate I, II
- Maintenance Worker I, II
- Maintenance Worker I, II – Underground Utilities
- Office Assistant
- Parks & Trees Superintendent
- Permit Technician I, II, III
- Plant Operator I, II, III - Water & Wastewater
- Plant Operator in Training - Water & Wastewater
- Recreation Supervisor
- Senior Accounting Technician
- Senior Librarian
- Senior Library Associate
- Underground Utilities Superintendent

ARTICLE 3 ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.
7. In compliance with AB 119, the City will notify the SHEA Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.
8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change

work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4 DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works,

the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Administrative Services Director and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day. One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5 HOURS OF WORK & SCHEDULES

A. BUSINESS HOURS.

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Streets, Parks, Water, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. HOURS OF WORK.

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. FLEX SCHEDULE.

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise “take a break” from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. **SHEA ATTENDANCE AT BUDGET MEETINGS.**

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6 PERSONNEL MATTERS

A. PROBATIONARY PERIOD.

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. EMPLOYEE EVALUATIONS.

Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7 PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

1. 7/1/22 – COLA increase of 5% for all SHEA members
2. 7/1/23 – San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%
3. 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%

B. EQUITY ADJUSTMENT

The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Attachment A provides a summary of the percent increase in salary to arrive at market median (95%) for each SHEA position as of May 2022.

Equity adjustments will take place every 6 months until each classification is within the range and will be as follows:

- 7/1/22 – Equity adjustment of 4.5%
- 1/1/23 – 2% equity adjustment
- 7/1/23 – 2% equity adjustment
- 1/1/24 – 2% equity adjustment
- 7/1/24 – 2% equity adjustment
- 1/1/25 – 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

C. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step “A” of the range. Subject to approval of the City Manager for reasons of an applicant’s outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

D. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
- Six (6) months at Step B to become eligible for Step C
- Six (6) months at Step C to become eligible for Step D
- Twelve (12) months at Step D to become eligible for Step E

2. Qualifications for Step Increase.

- a. Employees may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.
- b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

E. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the San Francisco/Oakland/Hayward CPI-U (April/April).

F. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

G. OVERTIME.

1. General Policy.

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, Administrative Services Director, Assistant City Manager, or, City Manager as soon as possible to seek approval of the overtime

work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

H. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

I. STANDBY PAY.

On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a city vehicle home when scheduled for this assignment and the compensation for the standby period shall be \$525.00 for said week. If a holiday falls on the Friday at the end of the of the standby period the employee shall receive an additional \$100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

J. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

K. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

<u>Years of Continuous City Employment</u>	<u>Total Longevity Pay</u>
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

L. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language, such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

M. OUT-OF-CLASS PAY.

Pay for Performing Full Duties of Higher Class

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class

When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

N. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

O. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.
2. Any miscellaneous employee who works an assigned regular time shift as described in "1" above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8
TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

- a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).
- b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.
- c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

- a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.
- b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.
- c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.
- d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
 Martin Luther King Day (Third Monday in January)
 President's Day (Third Monday in February)
 Cesar Chavez Day (March 31)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (First Monday in September)
 Veteran's Day (November 11th)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving
 Christmas Eve Day (December 24th)
 Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. **PERSONAL CONVENIENCE HOLIDAY.**

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

D. **SICK LEAVE AND FITNESS FOR DUTY.**

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

- a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
- b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
- c. Enforced quarantine of the employee in accordance with community health regulations.
- d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

- a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
- b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave

may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

“Sick leave abuse” shall mean: “any use of sick leave, for purposes other than those identified in this section.” Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

- a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not “separating in good standing” if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

- b. An employee’s termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.
- c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. **BEREAVEMENT LEAVE.**

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. **JURY OR WITNESS DUTY.**

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. **ADMINISTRATIVE LEAVE WITH PAY.**

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. **DISCRETIONARY LEAVE WITHOUT PAY.**

1. **Permissible reasons for leave.**

Discretionary Leave Without Pay may be granted by the City Manager as follows:

- a. For personal reasons which are approved by the City Manager.
 - b. For reason of illness in the event Sick Leave has been exhausted.
 - c. In conjunction with Pregnancy Disability or FMLA Leave.
 - d. To pursue a course of education which will increase the employee's usefulness as a City employee.
2. **Procedure.**
 - a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
 - b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
 - c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.
 3. **Regulations Relative to Discretionary Leave Without Pay are as Follows.**
 - a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.
 - b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.

- c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
- d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
- e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
- f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
- g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
- h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
- i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

**ARTICLE 9
CERTIFICATION AND OTHER BENEFITS**

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to \$500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed \$6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay Fifty Dollars (\$50.00) per month for:

- “Operator cross-certification” (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant;
- A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the City;
- Certification for back-flow prevention devices for Public Works employees.
- Playground Inspection Certification for employees working in the Parks Division.
- Arborist Certificate for employees working in the Parks Division.
- Wastewater Collection Certificate

b. Fifty Dollars (\$50.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

- a. Employees Assigned to Water Distribution and Public Works

For employees assigned to Water Distribution and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$35.49 per pay period.

- b. Employees Assigned to Parks-Trees-Buildings

For employees assigned to Parks-Trees-Buildings, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$33.06 per pay period.

- c. Employees Assigned to the Wastewater Treatment Plant

Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.. The value of these uniforms is \$9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is \$5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

- d. Employees Assigned to the Water Treatment Plant

For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.

The value of these uniforms is \$11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2. with one (1) safety reflective coat on initial hire with a replacement coat every 5 years, and one pair of OSHA approved safety steel toed boots or shoes to be replaced when warranted. The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. TOOLS AND EQUIPMENT.

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars (\$150.00) per year.
4. Care of Tools and Equipment.
Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

**ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE**

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a \$25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional \$20,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

**ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED
COMPENSATION AND DEPENDENT CARE ASSISTANCE**

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

a. 2% at 55 Pension Formula

The "2% @ 55" retirement program will be available to employees covered by this Section.

b. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

c. Required Employee Contributions

i. Member Contribution

Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

ii. Pension Cost Sharing

Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

2. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before January 1, 2013, and Employees Qualified for Reciprocity (Tier Two Classic Members)

This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The “2% @ 60” retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

- i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.
- ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City’s required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Three: 2% at 62 PEPPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

4. Cost Sharing Implementation – All Tiers

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, employee 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 Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

5. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit

that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

6. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

7. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED COMPENSATION PLAN.

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed Fifty Dollars (\$50.00) per month.

D. CAFETERIA PLAN.

The City allows employees to deposit up to \$5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

ARTICLE 12
BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
 - a. That continued enrollment has the approval of the insurance company concerned.
 - b. Enrollment will cease at such time as the City terminates or converts an insurance program.
 - c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
 - d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13 GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Manager by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the

procedures set forth below. An employee, who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.

- a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
- b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
- c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
- d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
- e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee.

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson.

5. Conduct of the Hearing.

- a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel

or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

- b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.
- c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.
- d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.
- e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.
- f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 15
LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

**ARTICLE 16
SEPARABILITY**

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 17
TERM & COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2022 and shall expire on June 30, 2025.

The City and the Association shall have one reopener for each party during the term of the agreement.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHEA job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

**ARTICLE 18
SIGNATURES**

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA EMPLOYEES ASSOCIATION

REPRESENTATIVE

REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2022-XX

CITY MANAGER

MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. HELENA EMPLOYEES ASSOCIATION
AND
CITY OF ST. HELENA
FOR THE PERIOD
JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as “City,” and the St. Helena Employees Association, hereinafter referred to as “Association,” pursuant to the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et. seq. This includes meeting and conferring on matters which have the potential to affect wages, hours, and other terms and conditions of employment. The purpose of this MOU is the establishment of rates of compensation, hours of work and other terms and conditions of employment. Employees subject to this MOU are also covered by the City of St. Helena’s Employee Handbook currently in effect (Employee Handbook) and related City policies and procedures. In the event of a conflict between this MOU and the Employee Handbook or other City policies or procedures, the MOU shall control.

ARTICLE 2 RECOGNITION

The City recognizes the Association as the recognized and exclusive representative for the following full-time classifications and the corresponding job descriptions (part-time positions are not included in the bargaining unit represented by the Association):

- Accounting Technician I, II
- Administrative Analyst
- Administrative Assistant
- Administrative Records Assistant
- Assistant Engineer
- Assistant Planner
- Associate Engineer
- Associate Planner
- Buildings & Streets Superintendent
- Chief Plant Operator - Water & Wastewater
- Environmental Services Technician I, II
- Executive Assistant
- Fire Inspector
- Human Resources Analyst (*Confidential*)
- Human Resources Technician (*Confidential*)
- Junior Engineer
- Lead Maintenance Worker
- Lead Maintenance Worker – Underground Utilities
- Librarian I, II
- Library Associate I, II
- Maintenance Worker I, II
- Maintenance Worker I, II – Underground Utilities
- Office Assistant
- Parks & Trees Superintendent
- Permit Technician I, II, III
- Plant Operator I, II, III - Water & Wastewater
- Plant Operator in Training - Water & Wastewater
- Recreation Supervisor
- Senior Accounting Technician
- Senior Librarian
- Senior Library Associate
- Underground Utilities Superintendent

ARTICLE 3 ASSOCIATION & CITY RIGHTS

A. ASSOCIATION RIGHTS.

The Association shall have the following rights and responsibilities:

1. Reasonable advance notice of any City ordinance, rules, resolution or regulation directly relating to matters within the scope of this MOU.
2. Reasonable use of one (1) bulletin board at City Hall.
3. The right to payroll deductions made for payment of Association dues and for City-approved programs.
4. The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. Inclusion of topics in this MOU does not deem them "negotiable" as that term is defined by applicable law.
5. The use of City facilities for regular, normal and lawful Association activities, providing the appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
6. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the City or with established safety or security requirements.
7. In compliance with AB 119, the City will notify the SHEA Chairperson (or other designated representative) at least 10 days before a new employee orientation meeting, and allow a SHEA representative to meet with the new employees for up to 15 minutes at the end of the initial orientation meeting. If an employee is scheduled to receive orientation in fewer than 10 days from the date of hire, then the City will provide SHEA with as much advance notice as reasonably possible of the scheduled orientation meeting.
8. Reasonable accommodation that all new job openings within the City will be posted at minimum internally and qualified association members be given the opportunity to apply.

B. CITY RIGHTS.

To insure that the City is able to fulfill its constitutional and statutory functions and responsibilities, the City retains its rights, including, but not limited to, the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change

work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to determine and change methods of operations; to determine and change work locations and the processes and materials to the employee; to take all necessary actions to perform its functions in emergencies.

ARTICLE 4 DEFINITIONS

The words and terms have the following meanings:

Anniversary. The date upon which service time is computed for purposes of step advancement and accrual of vacation and sick leave benefits. (Usually the date of first employment.)

Average Work Day. In any case for which the time period to be considered is twelve calendar months, the average work day is the number of hours worked in the preceding twelve months, divided by two thousand eighty, then multiplied by eight.

Benefits or Benefit Package. City-paid Insurance, paid leaves, holidays, and other non-salary items which are part of the compensation paid to any employee.

City. The City of St. Helena, California.

City Manager. The administrative head of the government of the City. The City Manager is responsible for the efficient administration of the affairs of the city, which affairs are under his or her control. The City Manager is considered a Department Head. The City Manager reports to and serves at the pleasure of the Council.

City Service. All positions in all departments and agencies of the City that are subject to control and regulation by the City Council of the City of St. Helena.

Classification. A particular type of employment in the City Service designed to include all positions having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be required of incumbents and the same schedule or Compensation may fairly be made to apply.

Compensation. The salary, wages, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of his or her service in a Position, but not including reimbursement for expenses incurred in the course of employment.

Confidential Employee. An employee having access in the course of his/her duties to confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information to the Association.

Continuous Employment. Period of uninterrupted employment including holidays and authorized leave but not including periods of leave without pay or times on suspension.

Council. The City Council of the City of St. Helena.

Department Head. A member of the managerial staff of the City, consisting of the City Manager, the Assistant City Manager, the Fire Chief, the Police Chief, the City Clerk, the Director of Public Works,

the Planning & Building Director, the Library Director, the Parks & Recreation Director, the Administrative Services Director and the City Attorney.

Emergency. Emergency shall include an event that damages or continues to threaten damage to the public health, safety, welfare, or property and shall include but not be limited to the following:

The repair or clearance of streets necessary for continued access to properties, including street sweeping.

The repair of public utility facilities.

The repair of City equipment necessary to maintain public safety services.

Activities associated with natural or man-made catastrophe.

Ongoing investigation, surveillance, or similar police activities and the obtaining and serving of search warrants.

Shortage of personnel necessary to maintain public safety services.

Employee. A person legally occupying a full-time Position or office in the City Service that is listed in Article 2, and receiving compensation for services, other than an independent contractor. Employee and Full-Time Employee have the same meaning as used in this MOU.

Full-Time Employee. An employee who regularly works forty hours per week and is paid a monthly salary.

Job Description. A formal account of an employee's responsibilities in regards to their classification and position.

Non-Probationary Employee. An employee who has successfully completed the Probationary Period.

Position. The title of an occupation along with a group of duties and responsibilities assigned or delegated by competent authority, which requires the full or part time service of one person.

Probationary Employee. An employee who has not yet completed a prescribed Probationary Period.

Probationary Period. The length of continuous service for which an employee must serve in order to attain the status of Non-Probationary Employee.

Salary or Pay. The monetary portion of compensation paid to an employee.

Standby. A period or condition which requires that an employee be able to readily report to work and be prepared to undertake work tasks. This will normally include either remaining at his/her home telephone or otherwise arranging for the immediate and convenient notification of an emergency condition, and being prepared to immediately report to the site of the emergency.

Supervisor. The mid-management staff of the City to include the designated assistant to a Department Head or the head of a sub-department or division of a department.

Title. The name applied to a Classification or to each Position included in the Classification.

Work Day. One calendar day during which an employee is normally scheduled to work. If the employee is engaged in shift work that begins on one calendar day and ends on the following day, only one work day is denoted. The number of hours of work contained in a calendar day for a given employee, in no case more than eight hours for a Full-Time Employee unless specified otherwise.

ARTICLE 5 HOURS OF WORK & SCHEDULES

A. BUSINESS HOURS.

The normal business hours of the City are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except:

- Library hours may vary.
- Parks hours include Saturday and Sunday.
- Streets, Parks, Water, Water Treatment and Waste Water Treatment Department Hours are from 7:00 a.m. to 3:30 p.m.
- Hours of operation differing from these guidelines may be established for any office or Department in order to meet the needs of the City and the citizens of St. Helena.

Employee work schedules shall be established consistently with the provisions of this Article 5. The City will provide SHEA and any affected employee with at least 21 days' notice before making a permanent change to the employee's work schedule.

B. HOURS OF WORK.

Five (5) days of eight (8) hours per day for forty (40) hours per week constitute the normal work schedule for all employees. The standard workweek for these employees shall begin on Sunday at 12:01 a.m. and end of the following Sunday at 12:00 a.m. To the maximum extent practicable, work schedules for employees not working normal business hours shall be arranged so that the employee will work for five (5) consecutive eight (8) hours days, followed by two (2) days off. Employees are expected to be at their assigned place of work and prepared to commence work with tools at hand at the assigned time.

C. FLEX SCHEDULE.

1. Eligibility.

A Flex Schedule is available to Association employees in order to allow them time during the workweek to accomplish tasks which do not require public contact (i.e., outside of the 8:00 a.m. to 5:00 p.m. public hours).

The Flex Schedule is voluntary, and subject to agreement by the employee and approval by the Department Head. Except in cases of emergency, the Department Head must provide at least 30 days' notice to terminate an employee's Flex Schedule.

The Flex Schedule will not impact the accrual of vacation, Sick Leave or other benefits. Vacation time or Sick Leave time will be deducted at the number of hours per day for those days which the leave is taken. For example, if an employee is absent on a day he or she was scheduled to work nine (9) hours, nine (9) hours of leave time shall be deducted, and if the employee is absent on a day he or she was scheduled to work eight (8) hours, eight (8) hours of leave time shall be deducted.

2. 9/80 Schedule and Workweek.

Employees on a 9/80 schedule are scheduled to work eight (8) nine hour days, one (1) eight hour day, and will have one (1) day off every two weeks.

The scheduled one (1) day off every two weeks shall be either Monday or Friday as approved by the Department Head, but must be consistent from week to week. Employees cannot change or flex their scheduled one (1) day off, unless the change is intended to be permanent and approved by the City.

For all employees working a 9/80 schedule, their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating day off. For example, for an employee scheduled to work from 8:00 a.m. – 6:00 p.m. with every other Friday off, the workweek shall begin at noon on Friday, and end at noon the following Friday.

a. Employees Scheduled with Every other Friday Off.

During a two week cycle, an employee working the 9/80 Flex Schedule will work nine hours per day Monday through Thursday and eight hours on Friday the first week. During the second week, the employee will work nine hours per day Monday through Thursday and be off on Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four hours into the employee's eight hour shift.

In those instances where a holiday falls on the Friday-Off, the preceding work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time off; or (2) working one additional hour on a scheduled work day during the same workweek that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of nine hours per day Monday – Thursday and in excess of eight

hours on Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

b. Employees Scheduled with Every Other Monday Off

During a two week cycle, an employee working the 9/80 Flex Schedule will work eight hours on Monday and nine hours per day Tuesday through Friday the first week. During the second week, the employee will be off on Monday and work nine hours per day Tuesday through Friday.

For FLSA forty hour per week determination, the 9/80 Flex Schedule workweek begins four (4) hours into the employee's eight (8) hour shift.

In those instances where a holiday falls on the Monday-Off, the subsequent work day shall be a day off with holiday pay. Holiday pay is computed at the rate of eight hours. In order for an employee to be paid for nine hours when a holiday is observed on a scheduled nine-hour work day, the employee must make up the additional one hour of pay by either (1) using one hour of vacation or compensatory time-off; or (2) working one additional hour on a scheduled work day during the same work week that includes the day the holiday is observed. Additionally, working the make-up hour, as described in this paragraph, shall not entitle the employee to overtime under the following paragraph.

Employees working a 9/80 Flex Schedule shall be entitled to overtime for hours worked in excess of eight hours on Monday and in excess of nine hours per day Tuesday – Friday. Employees will also receive overtime for all hours worked over 40 hours in each workweek (as defined above), in accordance with the FLSA.

D. MEAL BREAKS.

Full-Time Employees are scheduled a period of between 30 and 60 minutes, generally in the middle of the workday, during which they are free to eat a meal or do personal errands. Unless directed otherwise, employees are not paid for this time and are free to leave the workplace.

E. REST BREAKS.

For each four (4) hours of work, conditions permitting, employees are granted a fifteen (15) minute rest break during which they may engage in personal conversations, move about, and otherwise “take a break” from the normal duties of their assignments. This time will be paid by the City as part of the workday.

F. **SHEA ATTENDANCE AT BUDGET MEETINGS.**

One Association officer shall be permitted to attend Council budget meetings held during work hours provided their absence does not create a hardship in the employee's department nor require employee overtime.

ARTICLE 6 PERSONNEL MATTERS

A. PROBATIONARY PERIOD.

1. Probationary Period.

Each new Employee shall be a Probationary Employee until successful completion of 12 months of Continuous Employment. The purpose of the Probationary Period is to give the Probationary Employee the opportunity to demonstrate that he or she is qualified, able, and willing to meet the expectations of the City with regard to the Position.

2. Termination During Probationary Period.

If at any time prior to successful completion of the Probationary Period the City Manager determines that it is in the best interest of the City to terminate the employment of the Probationary Employee, it will be in his or her discretion to do so without further justification. Probationary Employees are not entitled to the Disciplinary and Appeal Procedures set forth in Article 14 of this MOU and may be terminated at will, with or without notice.

3. Extension of Probationary Period.

If it appears that the employee will not successfully complete the prescribed Probationary Period, the City Manager also has the discretion of extending the Probationary Period once for an additional six months, if the City Manager feels it is in the best interest of the City to do so.

B. EMPLOYEE EVALUATIONS.

Each employee shall be evaluated no less than annually by his/her Supervisor, according to a system approved by the City Manager. Each employee's evaluation shall be reviewed with the employee by the Department Head, after which the employee is expected to sign the evaluation. Signing the evaluation does not indicate agreement with that evaluation, and the employee may submit reasonable comments in explanation or rebuttal to its contents. After review by the City Manager, employee evaluations, including reasonable material submitted by the employee, will be placed in the employee's personnel file. A satisfactory or above evaluation must be obtained before each promotion, Classification upgrade, or step increase is granted.

ARTICLE 7 PAY PLAN

A. SALARY SCHEDULE

Salaries paid and any special compensation shall be in accordance with the most recent applicable salary resolution adopted by the City Council, and any amendments thereto. Such resolutions are hereby incorporated as part of this MOU and are available from the City Clerk. During the term of this MOU, the salary schedules shall be increased as follows:

1. 7/1/22 – COLA increase of 5% for all SHEA members
2. 7/1/23 – San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%
3. 7/1/24 - San Francisco/Oakland/Hayward CPI-U (April/April) minimum 3% with a max of 5%

B. EQUITY ADJUSTMENT

The City will provide equity adjustments for SHEA represented positions until each classification is within 5% of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for purposes of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Attachment A provides a summary of the percent increase in salary to arrive at market median (95%) for each SHEA position as of May 2022.

Equity adjustments will take place every 6 months until each classification is within the range and will be as follows:

- 7/1/22 – Equity adjustment of 4.5%
- 1/1/23 – 2% equity adjustment
- 7/1/23 – 2% equity adjustment
- 1/1/24 – 2% equity adjustment
- 7/1/24 – 2% equity adjustment
- 1/1/25 – 2% equity adjustment

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

C. SALARY UPON APPOINTMENT.

Employees appointed to a Position in City Service shall normally be placed in Step “A” of the range. Subject to approval of the City Manager for reasons of an applicant’s outstanding qualifications or for the needs of the City, appointment may be at a higher step. A current City employee being promoted into a range with a higher top step will normally receive at least a five percent (5%) increase.

D. STEP INCREASES.

1. Steps.

Upon completion of the following periods of service, a Full-Time Employee becomes eligible for the next higher step as follows:

- Six (6) months at Step A to become eligible for Step B
- Six (6) months at Step B to become eligible for Step C
- Six (6) months at Step C to become eligible for Step D
- Twelve (12) months at Step D to become eligible for Step E

2. Qualifications for Step Increase.

- a. Employees may be granted a step increase after having served for the designated qualifying period and after a performance evaluation finding that the employee's performance was not less than satisfactory.
- b. In unusual cases, upon recommendation of the Department Head, where special ability and aptitude is demonstrated, the City Manager may approve advancement of an employee to a higher step before completion of the normal qualifying period.

E. COST OF LIVING ADJUSTMENT (COLA).

In considering COLAs for subsequent agreements, the parties will consider the San Francisco/Oakland/Hayward CPI-U (April/April).

F. HOURLY RATES.

Where any annual pay rate is to be converted to a salary hourly equivalent, the annual rate of pay shall be divided by 2080 to determine the hourly rate. Daily rates are equivalent to the appropriate hourly rate multiplied by eight (8) hours.

G. OVERTIME.

1. General Policy.

Employees must get pre-approval from their supervisor before working overtime. In cases of emergency or other unusual unforeseen circumstances, if the employee's supervisor is not available to approve the overtime work in advance, the employee shall contact the employee's department head, Administrative Services Director, Assistant City Manager, or, City Manager as soon as possible to seek approval of the overtime

work, and may begin critical overtime work without specific advance authorization if needed to address emergency situations.

2. Overtime Compensation.

Unless the employee is working a Flex Schedule (see Article 5, section C.2 , above), work in excess of eight (8) hours per day or forty (40) hours in a workweek, shall be paid at the rate of one and one-half (1.5) times the regular rate of pay; work in excess of twelve (12) hours per day shall be paid at the rate of twice the regular rate of pay. If the employee requests, a Department Head may, at his/her discretion, approve the accumulation of compensatory time to be taken off in lieu of overtime pay. An employee may accumulate up to a maximum of eighty (80) hours of compensatory time. When earned, compensatory time is accumulated at the same rate as if it were to be paid (i.e., at the rate of 1.5 times the regular rate for hours above 8 but less than 12 in one day).

3. Compensatory Time Off.

An employee, who has accumulated compensatory time as described in Subsection 7.F.2 above, may request time off, to be charged against the accumulated compensatory time. The Department Head will permit the requesting employee to use the time within a reasonable period after the request is made unless using the time will unduly disrupt the City's operations.

4. Overtime Meal.

If an employee is required to work more than twelve (12) hours with no breaks longer than one (1) hour, the City will provide that employee a meal.

H. HOLIDAY PAY ON HOLIDAYS.

When required to work on a holiday, an employee shall be paid twice the rate of pay at which the employee would be paid on a non-holiday. This section is not applicable to Standby Pay since call-out is not a normal designated work day.

I. STANDBY PAY.

On a rotational basis, the Public Works employees shall be assigned to provide standby coverage for an entire week (Friday 3:30 pm until the following Friday at 7:00 am). The employee shall take a city vehicle home when scheduled for this assignment and the compensation for the standby period shall be \$525.00 for said week. If a holiday falls on the Friday at the end of the of the standby period the employee shall receive an additional \$100.00 for the extension of the standby assignment. The same would apply if the holiday falls on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the following Friday.

Public Works employees shall be compensated in 15 minute increments for time worked while on standby handling phone calls from dispatch. City management shall develop a process for including such time on employee timesheets.

J. MINIMUM CALLOUT TIME.

The minimum time charged for being called to work for an emergency shall be two (2) hours (home to home). In addition, such call out time shall be paid at the overtime rate.

K. LONGEVITY PAY.

Full-Time Employees shall be eligible to receive longevity pay according to the dates and rates below:

<u>Years of Continuous City Employment</u>	<u>Total Longevity Pay</u>
5 years	2.5% of base salary
10 years	5.0% of base salary
15 years	7.5% of base salary
20 years	10% of base salary

L. BILINGUAL PAY.

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business. For employees who are certified as fluent in both written and verbal Spanish language, such pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

M. OUT-OF-CLASS PAY.

Pay for Performing Full Duties of Higher Class

When, because of the absence of a Department Head or other Supervisory personnel, an employee performs substantially all of the functions (full-time) of the higher Classification, the employee will receive an increase of ten percent (10%) of his/her base hourly equivalent wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be pre-approved, in writing, by a Department Head or the City Manager.

Pay for Performing Partial Duties of Higher Class

When an Employee is temporarily assigned for at least a period of one month to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, and/or the duties relate to a temporary project that would be assigned to a higher classification position but cannot be so assigned (as determined in the sole discretion of the City Manager) due to competing operational needs and workload, the City Manager has the discretion to provide an increase of up to ten percent (10%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

N. REPORTING TIME WORKED.

Employees are responsible for reporting on a prescribed form, all hours worked and leave taken during the pay period. The employee is responsible for securing the signature of his/her immediate Supervisor on the form, indicating approval of the hours submitted. The employee is also responsible for seeing that the required documentation for approved leave or overtime worked is attached to the time report. In the event employees are unable to accurately report all time, due to the need to submit the time report prior to the end of the pay period, they shall be responsible for bringing that fact to the attention of their Department Head(s) as soon as practicable, so the payroll records can be adjusted accordingly.

O. SHIFT DIFFERENTIAL

1. Shift differential for purposes of the article is defined as a shift that occurs on a Saturday or Sunday.
2. Any miscellaneous employee who works an assigned regular time shift as described in "1" above, shall be paid an additional five percent (5%) of their base hourly rate for each hour worked. No shift differential will be paid on sick leave, vacation, CTO or any other time-off or for hours worked as a result of being called in while on standby.

ARTICLE 8 TIME OFF AND LEAVES OF ABSENCE

A. VACATION LEAVE.

1. Rate of Accrual or Award.

Employees shall accrue or be awarded vacation pay based on their years of Continuous Employment at the following rates:

- a. Less than five years of Continuous Employment: Full-Time Employees earn vacation at the rate of ten days per year. Vacation accrues on a monthly basis (six hours and forty minutes per month).
- b. After five years of Continuous Employment with the City, Full-Time Employees will accrue vacation at the rate of fifteen days per year; after six years, sixteen days; after seven years, seventeen days; eight years, eighteen days; nine years, nineteen days; and ten years, twenty days per year.
- c. After twenty-five years of Continuous Employment with the City, Full-Time Employees will earn one additional day of vacation each year and continue to earn one additional day of vacation every five years thereafter.

2. Administration.

- a. Approving Authority: Department Heads shall have the authority to schedule Vacation Leave according to the needs of the service and the wishes of the employee, in that order.
- b. Leave Requests: An employee's request for approval of Vacation Leave shall be made in writing to the Department Head. Except in the case of an emergency, a request for leave for one to three days should be made at least two days before the commencement of the leave. A leave in excess of three days should be made at least three days prior to the commencement of the leave.
- c. Holidays: If a holiday recognized by the City occurs during Vacation Leave, absence for that holiday shall be charged as Holiday Leave and not as Vacation Leave.
- d. Leave Accumulation: Except with the approval of the Council, accumulated Vacation Leave shall not exceed three hundred and eighty (380) hours and all employees who have accumulated at least eighty (80) hours of vacation shall expend at least eighty (80) Vacation Leave hours per calendar year with at least forty (40) hours being consecutive.

Any employee in a position represented by SHEA, who has more than 320 hours of accrued vacation leave, may have the option to receive a cash payment in lieu of their requested vacation time. This option to receive a cash payment in lieu of vacation time will only be available if (1) the employee has filed a written request for leave at least 30 days prior to the commencement of the leave; and (2) management denies the employee's request for leave because of department workload and staffing needs. Any payment in lieu of requested vacation time will

not be PERSable and will not be credited towards the employee's single highest year compensation for retirement purposes. This provision shall not apply to leave which is denied for a requested period due to management's approval of leave for other employees and in which leave would still be available for a period close to the requested vacation period.

Leave Award and Compensation: Vacation Leave shall begin to be earned by an employee upon employment. In the event of a separation of employment, any unused accrued or awarded Vacation Leave shall be compensated with a lump sum payment based on the employee's current rate of pay and included with the employee's final paycheck.

Eligibility and Use: An employee may not take Vacation Leave until after the completion of six months of Continuous Employment. Vacation Leave shall be taken in not less than fifteen minute increments.

B. HOLIDAYS.

1. Holidays.

The following holidays shall be recognized for all Association employees:

New Year's Day (January 1st)
 Martin Luther King Day (Third Monday in January)
 President's Day (Third Monday in February)
 Cesar Chavez Day (March 31)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (First Monday in September)
 Veteran's Day (November 11th)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving
 Christmas Eve Day (December 24th)
 Christmas Day (December 25th)

2. Exceptions.

When a holiday falls on a Saturday, the preceding Friday shall be deemed holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When Christmas Eve falls on a Friday, the preceding Thursday shall be deemed a holiday. When Christmas day falls on a Monday, the following Tuesday shall be deemed a holiday. When Christmas falls on a Thursday, the following Friday shall be a holiday in lieu of Christmas Eve Day

3. Observance.

Except for emergency services, all City offices shall be closed on recognized holidays established

by Council resolution or ordinance.

4. Holiday Pay

Full-Time Employees shall receive full pay provided they are employed and in a paid status on the first working day prior to and following the holiday.

C. **PERSONAL CONVENIENCE HOLIDAY.**

Each Full-Time Employee shall be eligible for two (2) Personal Convenience Holidays of eight (8) hours each per year. After five years of Continuous Employment, Full-Time Employees shall be eligible for an additional three (3) Personal Convenience Holidays each year. Personal Convenience Holidays are granted on January 1st of each year and must be used prior to the end of the calendar year and will not accrue. They may be taken at the employee's convenience, subject to the Department Head's approval. These Personal Convenience Holidays shall not incur additional expense to the City, e.g., causing another employee to work overtime, etc. Each Personal Convenience Holiday must be taken as a full day off. Employees do not receive Personal Convenience Holidays during the calendar year in which they are hired.

D. **SICK LEAVE AND FITNESS FOR DUTY.**

1. Accrual and Use.

Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Sick Policy and the provisions of this Article 8(D). The provisions of this Article 8(D) shall supersede any inconsistent provisions of the Sick Leave.

Sick leave with pay shall accrue to all Full-Time Employees at the rate of one work day for each calendar month of service, with no limit to its maximum accumulation.

2. Administration/Fitness for Duty.

When the employee's need to use sick leave is foreseeable (for example, prescheduled appointments), the employee must provide reasonable advance notice to his/her immediate supervisor or Department manager of the need to use sick leave and its probable duration, if known. In all other situations, an employee who must be absent from work shall personally (if able) notify his or her immediate superior or Department Head as soon as reasonably possible, and at least before or within the first thirty minutes of the absence. An employee may be required to provide a physician's certificate for absence due to illness of more than three working days or at the request of the Department Head. If the City requires an employee to provide a physician's certificate for an absence pursuant to this paragraph, and the employee had not already seen or planned to see the physician for the illness or injury, the City shall reimburse the employee for the cost of any required co-pay associated with the visit to the physician if the visit was required solely to comply with the requirement to obtain the certificate of illness or injury.

When the City Manager determines that it is job-related and consistent with business necessity, an employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine whether the employee is still able to perform the essential functions of his or her job. Any information obtained about the Employee's health condition shall be treated confidentially as provided by federal and state law.

3. Reasons for Granting.

Sick leave shall be granted to eligible employees for the following reasons:

- a. For the diagnosis, care or treatment of an existing health condition, or preventive care for the employee or a family member.
- b. Sick leave with pay for illness or injury of a family member, subject to the limitations in Section D.4 of this Article.
- c. Enforced quarantine of the employee in accordance with community health regulations.
- d. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her child(ren), to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- e. As required by law, to allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning, to a limit of 24 hours or three (3) days in a calendar year. This maximum does not limit the amount of sick leave available for other listed reasons.
- f. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- g. Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

4. Limitations and Related Provisions.

- a. An employee may use Sick Leave, in an amount not to exceed one-half of their annual accrual, or six days, to attend to an illness of a family member. This includes attending to the serious injury or illness of a family member covered under the Family Medical Leave Act and/or California Family Rights Act.
- b. For the purposes of using sick leave under this Article, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
- c. In the event of absence from work due to a work-related injury, an employee may receive pay for accrued Sick Leave to the extent necessary to supplement worker's compensation payments to effectively raise the employee's pay received to the level of full-time pay. For a new employee who, at the time of a work-related injury, has not yet earned three days of Sick Leave, up to three days of Sick Leave

may be advanced from anticipated future Sick Leave accruals as required to meet this described use.

5. Sick Leave Abuse.

“Sick leave abuse” shall mean: “any use of sick leave, for purposes other than those identified in this section.” Sick leave abuse may subject the employee to disciplinary action as determined necessary to deter future abuse.

6. Pay-out of Sick Leave at Termination of Employment.

- a. Effective July 1, 2012, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2012.

Upon separation in good standing from City employment, the City will pay the employee for unused Sick Leave in the following amount: The total number of hours of Sick Leave accumulated multiplied by the hourly rate of pay of the employee at the time of separation, divided by two (2). An employee is not “separating in good standing” if proceedings to terminate the employee have been initiated or concluded in accordance with the provisions of Article 14, Resignation, Termination or Disciplinary Action. When an employee uses sick leave, City will first reduce employee sick leave balances from sick leave accrued after July 1, 2012.

- b. An employee’s termination of employment for reasons of illness, verified by doctor certifications relative to the nature, gravity, and duration of the illness (including maternity) may be paid a lump sum for all Sick Leave accrued and unused at the time of such termination.
- c. An employee who retires or otherwise terminates his or her employment after a finding of industrial disability may not exhaust his or her Sick Leave before the retirement becomes effective.

E. **BEREAVEMENT LEAVE.**

All Full-Time Employees shall be allowed a leave of absence with full pay, not to exceed three (3) working days, or five (5) working days if the death occurs out of State, when such absence is due to death in the immediate family. Those in immediate family are: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, son, domestic partner son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

F. JURY OR WITNESS DUTY.

1. All employees shall be granted time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice to the City. Leave with full pay shall be granted to Full-Time Employees for jury duty or when called as a witness for a job related law suit. Any compensation received for jury duty, excluding mileage and similar expense reimbursements, shall be remitted to the City.
2. Leave without pay shall be granted to all employees to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

G. ADMINISTRATIVE LEAVE WITH PAY.

Administrative Leave with Pay may be assigned to employees by the City Manager if it appears to be in the best interest of the City. In the event such leave is assigned, the City Manager will report to the Council the facts and circumstances of such leave as soon as is practicable.

H. DISCRETIONARY LEAVE WITHOUT PAY.

1. Permissible reasons for leave.

Discretionary Leave Without Pay may be granted by the City Manager as follows:

- a. For personal reasons which are approved by the City Manager.
 - b. For reason of illness in the event Sick Leave has been exhausted.
 - c. In conjunction with Pregnancy Disability or FMLA Leave.
 - d. To pursue a course of education which will increase the employee's usefulness as a City employee.
2. Procedure.
 - a. The employee shall provide at least 30 days advance notice of the need for leave without pay, whenever possible. If 30 days' notice is not practicable, the employee shall request the leave as soon as practicable.
 - b. An employee's request for Discretionary Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. The City Manager has the discretion of approving or rejecting the request.
 - c. In the case of extended illness the Department Head shall notify the City Manager at such time as the employee has expended all Sick Leave and shall submit a regular status report thereafter pending consideration of termination, disability, retirement, or temporary replacement.
 3. Regulations Relative to Discretionary Leave Without Pay are as Follows.
 - a. The City Manager may grant Discretionary Leave Without Pay in his or her discretion and only when, in the opinion of the City Manager, it is in the best interest of the City.
 - b. In the case of illness, Discretionary Leave Without Pay shall commence at such time as Sick Leave is expended except that the employee may elect to expend any other leave prior to utilizing Discretionary Leave Without Pay.

- c. Except in cases of absence due to illness, Discretionary Leave Without Pay shall be deducted from service time for purposes of computing longevity, time in service, seniority, or for any other purpose.
- d. Vacation or Sick Leave shall not accrue nor shall Holiday Pay be awarded during periods of leave without pay.
- e. Unless the employee notifies the City Manager at the time of the request for Discretionary Leave Without Pay that he or she elects to pay the premiums for continuation of Health, Dental, and Insurance Benefits, those benefits will be terminated beginning with the calendar month following the start of the unpaid leave. If that election is made and the leave is approved, it is the responsibility of the employee to submit payment to the City such that it is received prior to the City processing payment to the insurance carrier. The City will not make a premium payment in anticipation of receipt of the payment from the employee.
- f. Reinstatement of all benefits shall occur at the first opportunity following the employee's return to duty.
- g. Discretionary Leave Without Pay will not normally be approved until Sick Leave (if medically justified), Vacation Leave, and Comp Time have been exhausted.
- h. Retirement benefits shall be adjusted for leave without pay in accordance with Public Employees' Retirement System's (PERS) regulations.
- i. An employee shall, upon completion of authorized leave without pay, be reinstated to the Position held at the time of commencement of leave and at the salary range and step previously held.

I. PREGNANCY DISABILITY LEAVE

To the extent required by law, the City shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Employee benefits will continue to be paid by the City during approved short-term leave. This paragraph shall be implemented consistently with the requirements of California's Pregnancy Disability Leave law and the federal Family Medical Leave Act. (See also the City's Employee Handbook.)

J. CFRA AND FMLA LEAVE

The Employee Handbook addresses leave rights under the federal Family and Medical Leave Act and the California Family Rights Act (also referred to as the California Medical Leave Act).

ARTICLE 9
CERTIFICATION AND OTHER BENEFITS

A. SPECIALIZED SCHOOLS AND TRAINING, AND CERTIFICATION PAY.

1. Specialized Schools and Training.

Individual Full-Time employees will be reimbursed for up to \$500.00 per year in educational expenses for job-related courses. The total amount reimbursed to all employees in the unit represented by the Association through this program will not exceed \$6,000.00 per year. Employees will be reimbursed on a first-come, first-served basis, subject to the City Manager's determination that a course or training is job-related. This provision does not include payment of fees or tuition for course work taken in pursuit of an academic degree.

2. Certification Pay.

a. In recognition of the fact that certain functions cannot be performed without special governmental certification or licensing, the City will pay Fifty Dollars (\$50.00) per month for:

- “Operator cross-certification” (Class I or above) for employees assigned to the Water Treatment Plant or Waste Water Treatment Plant, enabling those employees to perform duties at the other plant;
- A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the City;
- Certification for back-flow prevention devices for Public Works employees.
- Playground Inspection Certification for employees working in the Parks Division.
- Arborist Certificate for employees working in the Parks Division.
- Wastewater Collection Certificate

b. Fifty Dollars (\$50.00) per month and any required physical examinations, the cost to renew the Class B license, and the appropriate time necessary during normal work hours to test for a Class B driver's license, if the Director of Public Works, on a person-by-person basis, certifies the necessity to the City for such license and the City Manager authorizes.

B. UNIFORMS.

1. As a condition of employment, the City requires appropriate apparel or uniforms to be worn during work hours.
2. The City will provide uniforms to employees in the following Public Works positions: Public Works Supervisor, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Maintenance Lead Worker, Chief Water Distribution Operator, Plant Operator in Training, Plant Operator I, Plant Operator II, Plant Operator III, Chief Plant Operator.

- a. Employees Assigned to Water Distribution and Public Works

For employees assigned to Water Distribution and Public Works, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$35.49 per pay period.

- b. Employees Assigned to Parks-Trees-Buildings

For employees assigned to Parks-Trees-Buildings, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year. The City will provide and pay for regular uniform cleaning service of up to five pairs of pants and five shirts per week for the uniforms of the employees. The value of this uniform service is \$33.06 per pay period.

- c. Employees Assigned to the Wastewater Treatment Plant

Chief Plant Operator and Plant Operator II - For employees assigned to the Wastewater Treatment Plant, except for employees in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.. The value of these uniforms is \$9.29 per pay period. The City does not provide uniform cleaning for these Employees assigned to the Wastewater Treatment Plant.

Plant Operator III - For employees assigned to the Wastewater Treatment Plant in the Plant Operator III classification, the City provided uniforms shall include five (5) City Polo Shirts per year. The value of these uniforms is \$5.79 per pay period. The City does not provide uniform cleaning for the City Polo Shirts. Additionally, the City shall provide coveralls which are solely for personal health and safety purposes of the employee. The City will provide and pay for regular uniform cleaning service for the coveralls.

- d. Employees Assigned to the Water Treatment Plant

For employees assigned to the Water Treatment Plant, the City provided uniforms shall include five (5) City Polo Shirts and four (4) pairs of City pants per year.

The value of these uniforms is \$11.49 per pay period for each employee. The City does not provide uniform cleaning for Employees assigned to the Water Treatment Plant.

e. Safety Reflective Coat and Safety Boots

In addition, the City will provide all employees in the classifications listed above in paragraph B.2. with one (1) safety reflective coat on initial hire with a replacement coat every 5 years, and one pair of OSHA approved safety steel toed boots or shoes to be replaced when warranted. The safety reflective coat and the safety boots are solely for personal health and safety purposes of the employee. Any additional uniforms needed shall be supplied at the employee's expense.

3. The parties acknowledge that the uniforms provided are not suitable for everyday wear, and that employees shall wear the provided uniforms only while on duty and traveling to and from work.
4. To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms and cleaning service provided by numbers 2 and 4 above for classic members (as defined by CalPERS). For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

C. TOOLS AND EQUIPMENT.

1. For employees, except the City Mechanic, all items of essential equipment and tools will be provided by the City, except that an employee may elect to provide all or any part of his/her own equipment and tools.
2. City-owned equipment and tools shall be used solely in the exercise of official City business.
3. The City Mechanic will personally furnish all hand tools necessary for normal general maintenance to vehicles and equipment. The city will reimburse the Mechanic for one-half (1/2) the Mechanic's cost of hand tools, up to One Hundred Fifty Dollars (\$150.00) per year.
4. Care of Tools and Equipment.
Each employee having care or custody of City-owned property (including money) or equipment has a responsibility to take appropriate care of the property or equipment, including safeguarding it against theft or damage. Any employee becoming aware of the theft of, or malicious damage to City-owned property or equipment shall immediately report it to the Police Department.
5. For employees who are required to use a cell phone during normal course of their duties and/or are required to be on-call for the day, the City will provide a City issued cell phone.

**ARTICLE 10
HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE**

A. HEALTH INSURANCE.

The City will pay provide medical insurance for each Full-Time Employee and his or her eligible dependents. City is currently a member of Redwood Empire Municipal Insurance Fund (REMIF) and subject to their decisions regarding type and number of plans offered. Should REMIF propose material changes to the insurance plans, City will meet and confer on medical insurance options.

B. DENTAL INSURANCE.

The City will pay the full premium for dental insurance benefits for each Full-Time Employee and all dependent family members.

C. VISION INSURANCE.

Subject to REMIF approval, the City will obtain and pay the full premium for a REMIF Vision Plan for all Full-Time Employees.

D. LIFE INSURANCE.

The City will pay the full premium for a \$25,000.00 life insurance plan to cover each Full-Time Employee. At the employee's expense, an employee has the option to increase the amount of life insurance coverage up to an additional \$20,000.00.

E. SUPPLEMENTAL LIFE INSURANCE.

The City does not provide, however Full-Time Employees may purchase additional supplemental life insurance.

F. DISABILITY INSURANCE.

The City will pay the full premium for the California State Disability Insurance program primary disability insurance plan covering each Full-Time Employee.

**ARTICLE 11
RETIREMENT, SOCIAL SECURITY, DEFERRED
COMPENSATION AND DEPENDENT CARE ASSISTANCE**

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).

Employees covered by this MOU are provided retirement benefits under the California Public Employees' Retirement System (CalPERS) as described in this Article 11, Section A.

1. Tier One: 2% at 55 Retirement Program – Employees Hired Before July 1, 2012 (Tier 1 Classic Members)

This Section 1 (including subsections) shall apply to employees hired before July 1, 2012:

a. 2% at 55 Pension Formula

The "2% @ 55" retirement program will be available to employees covered by this Section.

b. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

c. Required Employee Contributions

i. Member Contribution

Employees covered by this Section 1 shall continue to pay, through payroll deduction, the full 7.0% member contribution.

ii. Pension Cost Sharing

Effective January 9, 2016, employees covered by this Section 1 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City's required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

2. Tier Two: 2% at 60 Retirement Program for Employees Hired On or After July 1, 2012, and Before January 1, 2013, and Employees Qualified for Reciprocity (Tier Two Classic Members)

This Section 2 (including subsections) shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

a. 2% at 60 Pension Formula

The “2% @ 60” retirement program will be available to employees covered by this Section 2.

b. Final Compensation Based On 36-Month Period

For the purposes of determining a retirement benefit, final compensation for employees covered by this Section 2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

c. Required Employee Contributions

- i. Employees covered by this Section 2 shall continue to pay, through payroll deduction, the 7.0% member contribution.
- ii. Pension Cost Sharing

Effective the first full pay period in January 2016, employees covered by this Section 2 shall pay, through payroll deduction, the full 7.0% member contribution and an additional 1% of PERSable compensation toward the City’s required contribution for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

3. Tier Three: 2% at 62 PEPPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member)

This Section 3 (including subsections) shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

a. 2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to employees covered by this Section 3.

b. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

c. Required Employee Contributions

i. Required 50% of Normal Costs

As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by this Section 3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

ii. Pension Cost Sharing

Effective the first day of the first full pay period in January 2016, in addition to paying 50% of normal costs as described above, employees covered by this Section 3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

4. Cost Sharing Implementation – All Tiers

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, employee 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 Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii), the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f) and shall extend beyond the expiration of this MOU and establish the status quo for purposes of future negotiations. The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in Sections A(1)(c)(ii), A(2)(c)(ii), and A(3)(c)(ii).

5. Converting Sick Leave Balance

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit

that is paid out at termination pursuant to Article 8(D)(6) will not be available for conversion to service credit.

6. Other Options Included In CalPERS Contract

Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

7. Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

8. All Provisions Subject to Requirements of Law

The parties recognize and agree that the City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this MOU and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or MOU terms.

B. SOCIAL SECURITY PAYMENT.

Employee contributions for Social Security are the responsibility of the employee and will not be reimbursed by the City.

C. DEFERRED COMPENSATION PLAN.

The City offers a deferred compensation plan under which employees may designate portions of their salaries to be deferred for tax purposes. The City will equally match an employee's deferred compensation contribution, not-to-exceed Fifty Dollars (\$50.00) per month.

D. CAFETERIA PLAN.

The City allows employees to deposit up to \$5,000.00 of their before-tax earnings into an account and pay themselves back for certain enumerated personal and dependent care expenses with tax-free dollars pursuant to Internal Revenue Code Section 125.

ARTICLE 12
BENEFITS ON TERMINATION/RETIREMENT

Upon termination/retirement of employment, all benefits provided by the City to an employee shall be terminated with the following exceptions:

A. COBRA CONTINUATION.

A terminated employee may be entitled to certain insurance coverage opportunities under the federally mandated COBRA Program.

B. CONTINUATION OF CERTAIN INSURANCE POLICIES.

Upon retirement, an employee enrolled in an insurance program (other than life insurance) maintained or sponsored by the City, may continue to be enrolled in such program subject to the conditions set forth below.

1. Conditions.
 - a. That continued enrollment has the approval of the insurance company concerned.
 - b. Enrollment will cease at such time as the City terminates or converts an insurance program.
 - c. The retired employee shall either regularly reimburse the City for the full premium payment or make payments directly to the insurance company.
 - d. Unused Sick Leave, Vacation Leave and/or Comp Time may be credited toward health insurance premium in the manner set forth below.
2. Use of Accrued Sick Leave, Vacation Leave and Comp Time to Offset Premiums.

Retiring employees have the option of applying 100% of their unused sick leave accrued prior to July 1, 2012, Vacation Leave and/or Comp Time toward the payment of continuation insurance premiums, to the extent allowed by law. The total number of hours of leave shall be multiplied by the hourly rate of the employee at the time of retirement. The City will first apply Sick Leave, then Vacation Leave and finally Comp Time to the payment of the premiums. If the employee dies before the Sick Leave, Vacation Leave and/or Comp Time is depleted, the City will make a lump sum payment, less applicable withholdings, to the employee's estate, at the following rates: the remaining Sick Leave multiplied by the employee's hourly rate at retirement multiplied by .50; the remaining Vacation Leave and/or Comp Time multiplied by the employee's hourly rate at retirement.

ARTICLE 13 GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED.

A grievance is a formal allegation by a member of the Association or by the Association on behalf of a member, regarding an alleged violation of a specific provision of this MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline, including the content of performance evaluations, layoff, demotion, reprimand, transfer, denial of reinstatement or denial of step increase. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

B. PROCEDURE.

1. Step 1: Informal Discussion.

Within ten (10) calendar days of the occurrence of an act in dispute or within ten (10) calendar days of when a member should reasonably have become aware of the occurrence of the act in dispute, an employee shall discuss it with his or her immediate Supervisor, who shall investigate and attempt to resolve the matter. The Supervisor shall give the employee an oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, he or she may proceed to Step 2.

2. Step 2: Department Head Determination.

Any dispute not resolved at Step 1 may be submitted to the Department Manager in writing within ten (10) calendar days after the Supervisor's response in Step 1. The written statement should cite the specific provision of this MOU in dispute. A copy of the written statement shall be provided to the affected employee's immediate Supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee and the Department Head who shall attempt to resolve the matter. The Department Head shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

3. Step 3: City Manager Review.

Any dispute not resolved at Step 2 may be submitted in writing to the City Manager, with copies of the Step 2 response, within five (5) calendar days after the Department Manager's response. The City Manager shall provide written confirmation of receipt of the dispute to the employee, and shall schedule a meeting within five (5) calendar days, to discuss the matter with the employee. After consideration of the facts, the City Manager shall give his or her written decision to the employee within ten (10) calendar days after the meeting.

4. Step 4: City Council Review.

If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted in writing within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council Agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options: (1) refuse to hear the appeal; (2) make a decision on the documentation submitted; or (3) hold a hearing after which they shall make a decision.

The decision of the City Council shall be final.

C. DEADLINES.

The parties may mutually agree to extend any of the above deadlines in writing. Either party may extend the deadlines for reasons of prolonged illness, canceled meetings, or in response to other unavoidable circumstances.

ARTICLE 14
RESIGNATION, TERMINATION AND DISCIPLINARY ACTION

A. RESIGNATION.

An employee wishing to leave his or her service to the City in good standing shall file with the Department Head, at least two (2) weeks prior to leaving City service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Office with a Personnel Action Form. Failure to give two (2) weeks' notice shall be entered upon the service record of the employee and may be cause for denying future employment by the City. The resignation of an employee who fails to give the required notice shall be reported immediately to the Human Resources Manager by the Department Head.

B. EXIT INTERVIEW.

Any person leaving City employment shall have the opportunity to meet with the City Manager. The purpose of the meeting shall be to allow the City Manager to receive, and the employee the opportunity to provide, the employee's candid observation of City employment in order to help improve personnel management and departmental functioning. Such interviews normally shall be conducted no earlier than fifteen (15) days prior to nor more than fifteen (15) days later than the employee's effective date of retirement or termination of employment.

C. DISCIPLINARY AUTHORITY.

A Full-Time Employee may be disciplined or discharged by his or her Department Head, but shall have the right to appeal the discipline or discharge for final determination by the City Manager as set forth below.

D. PROBATIONARY EMPLOYEES.

In accordance with the City's policy on Probationary Employees, Probationary Employees are not entitled to the Disciplinary Procedures or Appeal rights set forth in this Article 14. Probationary Employees are at-will employees and may be disciplined or terminated at-will, without notice and without cause. The City has no obligation to limit its reasons for discipline or termination to those set forth in Subparagraph H. The City's willingness to discipline or terminate an employee in accordance with this Article 14 does not alter the at-will status of the Probationary Employee's employment.

E. DISCIPLINARY ACTIONS.

For employees who have passed the probationary period the City generally will apply principles of progressive discipline in response to actions constituting cause for discipline that reasonably are subject to remediation. However, the City may discipline employees without progression, up to and including termination, in instances where the City reasonably determines that the action at issue is sufficiently serious and/or remediation is not appropriate.

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. Reprimand.

An employee may be reprimanded by his or her Supervisor, Department Head, or the City Manager. A reprimand may be either verbal or written. A note may be made of a verbal reprimand and placed in the employee's personnel file, and a written reprimand will be placed in the employee's personnel file. Grounds for reprimand include, but are not limited to those listed in Subparagraph H below. Reprimands are not subject to Discipline Procedures and the right to Appeal. However, the employee has the right to meet with the Supervisor/Department Head who issued the reprimand before the reprimand is placed in the employee's personnel file. The employee may also rebut the reprimand by providing a written statement which will be included in the employee's personnel file along with the written reprimand.

2. Suspension.

An employee may be suspended by his or her Department Head. Suspension may be imposed for disciplinary purposes or may be imposed pending investigation and possible discharge. While the matter is being investigated, employee shall continue to receive salary and benefits. Suspension shall be for a fixed period of time. Grounds for suspension include, but are not limited to those listed in Subparagraph H below. Suspension of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

3. Reduction in Salary.

A Department Head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the Classification held by the employee. A new Anniversary date (for purpose of salary increases only) shall be established as of the effective date of the reduction in salary, unless the reduction is for a specified period of time, in which case the Anniversary date would not change, or unless otherwise recommended by the Department Head. Reductions in salary of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

4. Demotion.

A Department Head may demote an employee for disciplinary reasons to any Classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the Department Head. Disciplinary demotions of Full-Time Employees who have completed their Probationary Period are subject to Discipline Procedures and the right to Appeal.

5. Dismissal.

A Department Head may dismiss an employee for Cause, as set forth in Subparagraph H, below. Dismissal of Full-Time Employees who have completed their Probationary Period is subject to Discipline Procedures and the right to Appeal.

F. DISCIPLINARY PROCEDURE.

1. Initial Investigation.

An alleged violation of policy, procedure, rules, regulations, directives, orders, or laws shall be investigated by the employee's Supervisor or other designated investigator before the employee may be subject to discipline for the violation. The investigator shall complete a written report of the investigation, including the employee's statement, the specific violations, all available facts related to the alleged violation(s), and statements of witnesses, if any. The investigator may recommend appropriate discipline. Based on the information received in the investigation, the Supervisor shall determine appropriate disciplinary action.

2. Notice of Proposed Discipline.

The Supervisor shall provide written notice of the proposed disciplinary action to the affected employee. The notice of proposed discipline shall contain the following information:

- A statement which clearly defines the intent to take action and the specific action to be taken;
- The date the action is intended to take effect;
- A statement of the rule(s) or regulation(s) that has/have allegedly been violated;
- A statement of the specific action, charge(s), and facts on which the proposed action is based;
- Copies of the written materials, reports, and documents considered by the Department Head in his/her decision to impose the proposed action.
- Notice of the employee's right to respond to the charges, verbally or in writing, to the Department Head within seven (7) calendar days of receipt of the Notice of Proposed Discipline. A statement that the failure to respond within the prescribed time period following receipt of the Notice of Proposed Discipline shall constitute a waiver of the right to respond and the proposed discipline will be imposed.

3. Proposed Discipline Deferred.

If the employee or designated representative requests the right to respond, either orally or in writing, the imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

4. Pre-Disciplinary (Skelly) Hearing.

Where a written or oral response has been elected, the Department Head shall schedule, coordinate, and conduct a Pre-Disciplinary Hearing within ten (10) calendar days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the Department Head to have all the facts prior to making a final decision regarding the proposed disciplinary action. The employee may elect to have representation at the hearing. If the employee fails to appear at or provide a written statement for the Pre-Disciplinary Hearing, his or her right to appeal the proposed discipline is forfeited.

5. Notice of Disciplinary Action.

Within seven (7) working days of the Pre-Disciplinary Hearing, the Department Head will notify the affected employee with a written Notice of Disciplinary Action. The Disciplinary Action will have been made following a factual finding and review of all the information provided. If the Department Head determines not to impose any disciplinary action, he or she will notify the employee of this as well. The Notice of Disciplinary Action shall state the disciplinary action, the date it will take effect, and the employee's right to appeal, if any. Disciplinary actions may be imposed prior to hearing the employee's post Skelly Appeal hearing or other disciplinary hearing.

6. Paid Administrative Leave.

The Department Head shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

7. Exclusions.

The provisions of this Article 14 shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions, employee reclassifications, reprimand, transfers without loss of pay, performance evaluations, or economic layoffs. Nor do the provisions of this Article 14 apply to Probationary Employees.

G. APPEAL.

1. Right of Appeal.

An employee who has received a Notice of Disciplinary Action that provides for the right to appeal may, within fourteen (14) calendar days of its receipt, appeal the decision pursuant to the

procedures set forth below. An employee, who fails to appeal the disciplinary action within the fourteen (14) day time period, forfeits his or her appeal and the disciplinary action shall be final and binding.

2. Procedure.

In order to Appeal the Disciplinary Action, the employee shall file with the City Manager a written answer to the charges contained in the Notice of Proposed Disciplinary Action and/or the Notice of Disciplinary Action and request the right to appeal the City's disciplinary action (collectively, the "Request to Arbitrate"). Upon receipt of the Request to Arbitrate, the City Manager shall initiate the Appeal process.

3. Appointment of Hearing Panel.

- a. The Hearing Panel shall consist of one person selected by the City, one person selected by the Association, and a neutral chairperson selected jointly by the City and the Association.
- b. The neutral panel chairperson shall be selected jointly by the parties within fourteen (14) calendar days of receipt by the City Manager of the employee's Request to Appeal.
- c. If the parties are unable to mutually agree on a neutral panel chairperson within the fourteen-day period, the City shall solicit a list of seven (7) neutrals from the State of California Mediation/Conciliation Service. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrators' names from the list until one remains. The parties shall make every effort to complete the striking process within ten (10) calendar days of receipt of the list from the State.
- d. If the neutral selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated within the same time period, unless the parties can otherwise mutually agree on the selection of a neutral chairperson.
- e. The cost of the neutral shall be shared equally, with fifty percent (50%) of the fee paid by the City and fifty percent (50%) of the fee paid by the Employee.

4. Pre-Hearing Matters.

The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the panel members and the availability of counsel and witnesses. The arbitration hearing shall be private. The panel may, prior to or during the hearing, grant a continuance for any reason the panel believes to be important in order to reach a fair and proper decision. Neither party shall have *ex parte* communications with the neutral panel chairperson.

5. Conduct of the Hearing.

- a. The hearing shall be conducted in the manner most conducive to the determination of the truth. Both the City and the employee may be represented by legal counsel

or may elect to proceed without counsel. The employee may choose to be represented by an Association representative.

- b. The panel shall determine the relevancy, weight, and credibility of the testimony and evidence. The panel shall not be bound by the technical rules of evidence. The panel shall base its finding on the preponderance of the evidence. The City shall have the burden of proof.
- c. Each side will be permitted an opening statement and closing argument. The City shall first present its witnesses and evidence to sustain the charges and the employee will then present his/her witness(es) and evidence to rebut the charges.
- d. A court reporter will be retained by the City to make a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and at his/her own cost.
- e. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.
- f. The panel shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The panel may consider the records of any relevant prior disciplinary actions against the employee, as long as those actions are final.

6. Findings of the Panel.

After the conclusion of the hearing, the hearing panel shall prepare a recommended decision based on its findings of fact and application of law, and forward it to the City, the employee, and the Association. The recommended decision shall set forth which charges the panel sustains or does not sustain and the reason(s) for the panel's decision. The panel's findings and recommended decision must be supported by a majority of the panel members (i.e., at least two panel members must agree on each finding or recommendation).

7. Decision of the City Manager.

After receiving and considering the recommendation of the hearing panel, the City Manager may sustain or reject any or all of the charges filed against the employee. The City Manager may sustain, reject or modify the disciplinary action invoked against the employee. However, the City Manager may not increase the severity of the discipline originally invoked by the City.

H. REASONS FOR REPRIMAND, DISCIPLINE, DEMOTION, SUSPENSION, OR DISCHARGE INCLUDE:

The following are deemed sufficient cause to warrant disciplinary action. However, cause to discipline an employee is not limited to these reasons alone:

- Absence without prior approval or excessive tardiness.
- Use of, or being under the influence of illegal drugs or alcohol while on City business, or during work hours, or while representing the City.

- Violation of the City's anti-discrimination, anti-harassment policies and/or workplace violence policies.
- Failure to maintain any employment qualification, including but not limited to driver's license or other certifications.
- Theft, pilferage, or misuse of City property.
- Falsification of public records.
- Dishonesty.
- Disorderly or immoral conduct.
- Incompetence.
- Failure to meet expected performance standards.
- Neglecting to perform expected job duties.
- Inability to perform the essential duties of the job (with reasonable accommodation, if required by law).
- Insubordination or willful or disobedience.
- Negligence or willful damage to public property or the personal property of another employee.
- Fraud in securing employment.
- Discourteous treatment of the public or other employees.
- Conviction of a felony (including pleas of guilty and nolo contendere), or a conviction of a misdemeanor (including pleas of guilty) where the misdemeanor conviction is related to the position held.
- Violation of any reasonable regulation, policy, rule, SOP, or order.
- Failure to maintain satisfactory working relationships with supervisors, employees, contractors, or the public.
- Interference with the work performance of others.
- Acceptance of bribes or extortion.

- Acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy.
- Illegal gambling on City property or during working hours.

ARTICLE 15
LAYOFF PROCEDURE

The procedures set forth in the City of St. Helena Layoffs and Furloughs Policy shall apply during the term of this MOU.

**ARTICLE 16
SEPARABILITY**

Notwithstanding any provisions of this MOU to the contrary, in the event that any Article or Subsections thereof of this MOU shall be declared invalid by any Court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any Court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this MOU or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles and Subsections thereof affected. All other provisions of this MOU shall continue in full force and effect.

ARTICLE 17
TERM & COMPLETION OF NEGOTIATIONS

Following approval by the City and the Association and ratification by the City Council, the term of this MOU shall commence on July 1, 2022 and shall expire on June 30, 2025.

The City and the Association shall have one reopener for each party during the term of the agreement.

During the term of this Agreement, the Association and the City agree that neither party shall be obligated to meet and confer with respect to any subject or matter covered by this Agreement, except as follows:

- The parties agree to meet and confer on any mandatory subjects of bargaining which have the potential to affect wages, hours, and other terms and conditions of employment (as defined by the MMBA), any City-proposed changes to the SHEA job descriptions, Employee Handbook and/or related policies and procedures;
- The parties may mutually agree to meet and confer on any topic.

**ARTICLE 18
SIGNATURES**

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA EMPLOYEES ASSOCIATION

REPRESENTATIVE

REPRESENTATIVE

CITY OF ST. HELENA

Approved by the City Council by Resolution Number 2022-XX

CITY MANAGER

**UNREPRESENTED COMPENSATION
PROGRAM**

Twelfth~~Eleventh~~ Amendment

September 13~~July 26~~, 2022 – July 1, 2022 –
June 30, 2025

Adopted: March 8, 2016

First Amendment: June 24, 2016

Second Amendment: September 13, 2016

Third Amendment: June 27, 2017

Fourth Amendment: May 8, 2018

Fifth Amendment: October 8, 2019

Sixth Amendment: October 22, 2019

Seventh Amendment: July 14, 2020

Eighth Amendment: October 13, 2020

Ninth Amendment (inadvertently numbered as Eighth): February 9, 2021

Tenth Amendment: February 8, 2022

Eleventh Amendment: July 26, 2022

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 *Employee Definitions:*

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 *Purpose of the Unrepresented Employee Compensation Program:*

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 *Employees Covered:*

Employees covered under this program shall include the following:

A. At-Will Executive Management

Administrative Services Director

Assistant City Manager

Director of Community Development

Fire Chief

Library Director

~~Planning & Building Director~~

Police Chief

Public Works Director
Parks & Recreation Director
City Clerk

B. Mid-Management

Assistant Public Works Director
Chief Building Official
Library Manager
Police Lieutenant
Management Analyst
Public Works Assistant Operations Manager
Public Works Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Senior Engineer
Treatment Plant Manager

C. Confidential

Administrative Services Manager
Assistant Administrative Services Director
Assistant to the City Manager
Human Resources Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 *Annual Salary Adjustment:*

3.1.1 Effective July 1, 2022, all bargaining unit members shall receive a Cost of Living (COLA) increase of five (5) percent.

Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a ceiling of five (5) percent.

3.1.2 Equity Adjustment. The City will provide equity adjustments for Unrepresented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 3.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each Unrepresented position as of May 2022.

Position Title	% out of 95% Market Median
Administrative Services Director	-4.8%
Administrative Services Manager	-4.4%
Assistant Administrative Services Director	-12.8%
Assistant City Manager	0.0%
Assistant Public Works Director	-0.5%
Assistant to the City Manager	3.3%
Chief Building Official	-2.2%
City Clerk	3.3%
Fire Chief	-10.4%
Human Resources Manager	-4.4%
Library Director	-6.9%
Management Analyst	-3.8%
Planning & Building Director	-8.4%
Police Chief	-9.8%
Police Lieutenant	-23.0%
Public Works Assistant Operations Manager	-5.5%
Public Works Director	-3.7%
Public Works Operations Manager	-5.5%
Parks & Recreation Director	-10.4%
Senior Engineer	-6.5%

Senior Management Analyst	-3.8%
Senior Planner	2.8%
Treatment Plant Manager	-4.1%

Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:

- 7/1/22 – Equity Adjustment of two and one-half (2 ½) percent
- 1/1/23 – Equity Adjustment of two (2) percent
- 7/1/23 – Equity Adjustment of two (2) percent
- 1/1/24 – Equity Adjustment of two (2) percent
- 7/1/24 – Equity Adjustment of two (2) percent
- 1/1/25 – Equity Adjustment of two (2) percent

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 Out-Of-Class Pay

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be

pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The “2% @ 55” (for miscellaneous employees) or “3% @ 50” (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):

This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The “2% @ 60” (for miscellaneous) or “3% @ 55” (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The “2% @ 62” (for miscellaneous) or “3% @ 57” (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government

Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:

The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.**5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.****SECTION 6: HOLIDAYS**

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding

Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor,

or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff, the Assistant Administrative Services Director, the Assistant Public Works Director, and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September will	20 hours awarded on the date of hire, 40 hours additional at-
October – December will	10 hours awarded on the date of hire, 20 hours additional at-

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena

Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based

on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 *Leave of Absence Without Pay:*

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 *Military Leave:*

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 *Professional Seminars and Training:*

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 *Professional Membership Fees:*

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS**11.1 Vehicle Reimbursement:**

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of \$200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$200 per month to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

11.4.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.4.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.4.3 The City will not pay the employee upon separation in good standing from the City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described

in Section 11.4 of the Program beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will be permitted to convert them in accordance with the provisions of Section 11.4.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

11.6 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of \$1,250. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.

**UNREPRESENTED COMPENSATION
PROGRAM
Twelfth Amendment**

September 13, 2022 – July 1, 2022 – June
30, 2025

Adopted: March 8, 2016
First Amendment: June 24, 2016
Second Amendment: September 13, 2016
Third Amendment: June 27, 2017
Fourth Amendment: May 8, 2018
Fifth Amendment: October 8, 2019
Sixth Amendment: October 22, 2019
Seventh Amendment: July 14, 2020
Eighth Amendment: October 13, 2020
Ninth Amendment (inadvertently numbered as Eighth): February 9, 2021
Tenth Amendment: February 8, 2022
Eleventh Amendment: July 26, 2022

**CITY OF ST. HELENA
UNREPRESENTED EMPLOYEE COMPENSATION PROGRAM**

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”) as defined herein.

1.1 Employee Definitions:

At-Will Executive Management Employee – an employee who serves at the will of the City Manager and who has responsibility for formulating, administering, and/or managing City policies and programs. In the City, this would typically be department heads.

Mid-Management Employee – an employee whose position is just below the department heads or City Manager and is responsible for managing a distinct responsibility area. Mid-Managers are in regular City service and are not at-will.

Confidential Employee – a Mid-Management employee, who in the course of his or her duties, has access to confidential information relating to the City’s administration of employer-employee relations. This access may include instances of an occasional but critical nature or due to the employee whose position requires the incumbent to provide direct administrative support to a manager who has such access.

1.2 Purpose of the Unrepresented Employee Compensation Program:

For At-will Executive Management, Mid-Management, and Confidential employees (together “Employees”), this resolution is adopted to promote the development of a stronger, more effective Management Team, not merely for purposes of employer-employee relations but also as a means of recognizing outstanding management performance in all public service areas. These general purposes may be achieved through several means, notably: training, more effective communication among departments, and clear identification of goals and objectives. Also inherent in such a program is the means of retaining good department heads and mid-managers and strengthening the managers (if any) who’s effectiveness and performances fall short of reasonable levels of expectation. This resolution is also referred to herein as the “Unrepresented Program.” This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.3.

1.3 Employees Covered:

Employees covered under this program shall include the following:

- A. At-Will Executive Management
- Administrative Services Director
- Assistant City Manager
- Director of Community Development
- Fire Chief
- Library Director
- Police Chief

Public Works Director
Parks & Recreation Director
City Clerk

B. Mid-Management

Assistant Public Works Director
Chief Building Official
Library Manager
Police Lieutenant
Management Analyst
Public Works Assistant Operations Manager
Public Works Operations Manager
Senior Management Analyst (non-Confidential)
Senior Planner
Senior Engineer
Treatment Plant Manager

C. Confidential

Administrative Services Manager
Assistant Administrative Services Director
Assistant to the City Manager
Human Resources Manager
Senior Management Analyst

Additional job classes may be added to the Unrepresented Program from time to time, based upon the creation of additional City departments/divisions, the addition of new positions, or by the reclassification of existing positions to either At-will Management, Mid-Management, or Confidential based upon the nature of the work.

1.4 Exempt Status of Employees Covered:

The City has reviewed the salaries and duties of the Employees covered under the Unrepresented Program and has determined that these employees are exempt from the overtime provisions of the federal Fair Labor Standards Act.

SECTION 2: EMPLOYMENT CONTRACTS

The Executive Management employees as designated in Section 1.3(A) shall be "At Will" employees, and shall enter into an employment contract, confirming the "At Will" status of the employee and setting forth any special pay or benefits such as severance pay. Employment contracts with all At-will Executive Management employees will be approved by the City Manager, or, in the case of the City Manager's employment contract, approved by the Council, pursuant to the terms of the City of St. Helena Municipal Code, authorizing the City Manager to appoint all At-will Executive Management employees except the City Attorney.

SECTION 3: EMPLOYMEE SALARY COMPENSATION

3.1 *Annual Salary Adjustment:*

3.1.1 Effective July 1, 2022, all bargaining unit members shall receive a Cost of Living (COLA) increase of five (5) percent.

Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a ceiling of five (5) percent.

3.1.2 Equity Adjustment. The City will provide equity adjustments for Unrepresented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 3.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each Unrepresented position as of May 2022.

Position Title	% out of 95% Market Median
Administrative Services Director	-4.8%
Administrative Services Manager	-4.4%
Assistant Administrative Services Director	-12.8%
Assistant City Manager	0.0%
Assistant Public Works Director	-0.5%
Assistant to the City Manager	3.3%
Chief Building Official	-2.2%
City Clerk	3.3%
Fire Chief	-10.4%
Human Resources Manager	-4.4%
Library Director	-6.9%
Management Analyst	-3.8%
Planning & Building Director	-8.4%
Police Chief	-9.8%
Police Lieutenant	-23.0%
Public Works Assistant Operations Manager	-5.5%
Public Works Director	-3.7%
Public Works Operations Manager	-5.5%
Parks & Recreation Director	-10.4%
Senior Engineer	-6.5%

Senior Management Analyst	-3.8%
Senior Planner	2.8%
Treatment Plant Manager	-4.1%

Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:

- 7/1/22 – Equity Adjustment of two and one-half (2 ½) percent
- 1/1/23 – Equity Adjustment of two (2) percent
- 7/1/23 – Equity Adjustment of two (2) percent
- 1/1/24 – Equity Adjustment of two (2) percent
- 7/1/24 – Equity Adjustment of two (2) percent
- 1/1/25 – Equity Adjustment of two (2) percent

July 1st equity adjustments will be combined with the COLA for salary adjustment calculations.

3.2 Salary Schedule:

The salary ranges for Employees covered by this Unrepresented Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

3.3 Confidential Pay Differential:

Each Confidential employee will receive a 3% pay differential to be added to the employee's base pay. This 3% pay differential will not be added to the salary range for that job class. If at any time that a currently designated Confidential employee who receives the confidential differential is deemed to be Non-Confidential, the 3% confidential differential will cease at that time, and the City will take appropriate steps to reclassify the position.

3.4 Bilingual Pay:

Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee's base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee's base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

3.5 Out-Of-Class Pay

Pay for Performing Full Duties of Higher Class: When, because of the absence of a Department Head, Executive Management, Mid-Management, or Confidential personnel, an Employee performs substantially all of the functions (full-time) of a higher Classification, the Employee will receive an increase of ten percent (10%) of his/her base wage. The increase will be effective after the third (3rd) week of the assumption of those duties and continue during the period those duties are being performed by the employee on a full-time basis. Out-Of-Class-Pay must be

pre-approved, in writing, by the City Manager, and will be reportable to CalPERS as special compensation to the extent permitted by CalPERS rules and regulations.

Pay for Performing Partial Duties of Higher Class: When an Employee is temporarily assigned to perform substantial functions of a higher classification for at least a period of one month, but does not perform those additional duties on a full-time basis and/or the Employee assigned to the position normally responsible for the duties is not absent, the City Manager has the discretion to provide an increase of up to five percent (5%) of the Employee's normal base wage effective on the first day of assumption of the substantial additional duties and continuing until the City Manager determines that the assignment of the additional duties ceases. This additional pay is provided at the City Manager's sole discretion and must be pre-approved in writing. Under current CalPERS rules and regulations, this pay for performing partial duties of the higher class is not reportable special compensation.

SECTION 4: RETIREMENT BENEFITS

Management Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4.

4.1 Tier One: 2% at 55 Retirement Program (Miscellaneous Group) and 3% at 50 (Safety Group) – Employees Hired Before July 1, 2012 (Tier One Classic Members)

This section 4.1 (including subsections) shall apply to miscellaneous employees hired before July 1, 2012.

4.1.1 2% at 55 or 3% at 50 Pension Formulas: The “2% @ 55” (for miscellaneous employees) or “3% @ 50” (for safety employees) retirement programs will be available to members covered by this Section 4.1.

4.1.2 Final Compensation Based On 12-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.1 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

4.1.3 Required Member Contributions:

4.1.3.1 Members covered by this Section 4.1 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.1.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous members covered by this Section 4.1 shall pay, through payroll deduction, the full 7.0% employee contribution plus an additional 1% of compensation earnable toward the City's costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.2 Tier Two: 2% at 60 Retirement Program (Miscellaneous Group) or 3% at 55 (Safety Group) for Members Hired On or After July 1, 2012, and Before December 31, 2012, and Unit Members Qualified for Reciprocity (Tier Two Classic Members):

This Section 4.2 (including subsections) shall apply to members hired on or after July 1, 2012, and before January 1, 2013. In addition, this Section 4.2 shall apply to members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

4.2.1 2% at 60 or 3% at 55 Pension Formulas: The “2% @ 60” (for miscellaneous) or “3% @ 55” (for safety) retirement programs will be available to members covered by this Section 4.2.

4.2.2 Final Compensation Based On 36-Month Period: For the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.2.3 Required Member Contributions

4.2.3.1 Employees covered by this Section 4.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution for Miscellaneous Group and 9.0% member contribution for the Safety Group.

4.2.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (estimated date, Spring 2016), miscellaneous employees covered by this Section 4.2 shall pay, through payroll deduction, the full 7.0% member contribution plus an additional 1% of compensation earnable towards the City’s costs for a total contribution of 8% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

4.3 Tier Three: 2% at 62 PEPPRA Retirement Tier (Miscellaneous Group) or 3% at 57 (Safety Group) is Required For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):

This Section 4.3 (including subsections) shall apply to members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.3.1 2% at 62 or 3% at 57 Pension Formulas: The “2% @ 62” (for miscellaneous) or “3% @ 57” (for safety) retirement programs will be available to members covered by this Section 4.3.

4.3.2 Final Compensation Based On 36-Months: Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

4.3.3 Required Member Contributions

4.3.3.1 Required 50% of Normal Costs: As required by Government

Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.3.3.2 Miscellaneous Member Pension Cost Sharing: Beginning on the effective date of the amendment to the CalPERS contract providing for cost sharing (expected Spring of 2016), in addition to paying 50% of normal costs as described above, employees covered by this Section 4.3 shall pay, through payroll deduction, an additional 1.0% of pensionable compensation toward the City's cost of pension benefits as permitted by Government Code Section 20516.

4.4 Cost Sharing Implementation – All Tiers:

CalPERS mandates an election of employees, separate from adoption of this resolution, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable, the City will initiate the contract amendment process for miscellaneous employee cost sharing. Upon completion of the City's amendment to the CalPERS contract, miscellaneous member contributions will be made pursuant to Government Code Section 20516, Member Cost Sharing of Additional Benefits. The City will consider cost sharing for the Fire Chief at a future date.

4.5 Converting Sick Leave Balance:

An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

4.6 Other Options Included In CalPERS Contract: Employees shall be eligible for other options included in the City's contract with CalPERS as stated in that contract, and allowed by law.

4.7 Implementation of Internal Revenue Code Section 414(h)(2):

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

4.8 All Provisions Subject to Requirements of Law:

The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Unrepresented Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 5: INSURANCE BENEFITS

5.1 General Provisions:

The City will pay the full cost of the employee's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

5.2 Life Insurance:

The City will provide term life insurance for each employee, not to exceed \$50,000.

Employees may elect to increase the value of their life insurance policy by \$20,000 at their own expense for a total policy value of \$70,000. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

5.3 Short-term Disability Insurance: The City will pay for the employee's cost to participate in the State Disability Insurance (SDI) program.**5.4 Vision Care: The City will pay for vision care benefits, for the employee and all dependents through VSP Vision Care Insurance.****SECTION 6: HOLIDAYS**

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Birthday	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding

Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the City Manager.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of floating holiday for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of floating holiday.

SECTION 7: VACATION LEAVE

7.1 Vacation Entitlement:

Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned/Year</u>
1 – 5 years	10
6 th year	15
7 th year	16

This pattern continues until 20 days per year is reached. On the employee's 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

7.2 Vacation Accrual:

Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, s/he shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee's final accrual will be prorated, based on the days worked in the employee's last month of employment. Upon termination of an employee's service with the City, s/he shall be paid a lump sum for all earned vacation not taken, at the employee's hourly rate then in effect.

An employee who was a member of the unrepresented compensation program before May 8, 2018 may accrue a maximum of 380 vacation hours. An employee who is hired or promoted into an unrepresented compensation position on or after May 8, 2018 may accrue a maximum of 280 vacation hours.

7.3 Vacation Usage:

An employee may take vacation at a time approved by the employee's direct supervisor,

or, in the case of the City Manager, after notification of the City Council. It is the policy of the City that employees take their normal provided vacation leave each year.

Employees should not be earning vacation leave once their accrued vacation balance has reached 380 hours. All employees who have accrued at least 380 hours of vacation shall expend at least 80 hours of vacation leave per calendar year with at least 40 hours being consecutive.

SECTION 8: EXECUTIVE LEAVE

In recognition of the extra hours required to perform at the level of management, including attendance at numerous meetings outside normal working hours and the fact that employees who are exempt from FLSA are not compensated for overtime work, the following executive leave policy shall be implemented:

Each FLSA-exempt, unrepresented employee may receive up to five (5) days Executive Leave annually at the discretion of the City Manager provided on January 1st of each year. On January 1st of each year, all hours not taken in the prior year will be lost unless an extension of time is granted by the City Manager. Additionally, at-will executive staff, the Assistant Administrative Services Director, the Assistant Public Works Director, and the Assistant to the City Manager may receive up to another five (5) days Executive Leave annually at the discretion of the City Manager provided on July 1st of each year, and all hours not taken by December 31st of the same year will be lost unless an extension of time is granted by the City Manager.

Newly hired employees shall have Executive Leave awarded to them in the following pro-rated manner:

If the employee is hired from:

January – March	40 hours awarded on the date of hire
April – June	30 hours awarded on the date of hire
July – September will	20 hours awarded on the date of hire, 40 hours additional at-
October – December will	10 hours awarded on the date of hire, 20 hours additional at-

SECTION 9: OTHER LEAVES OF ABSENCE

9.1 Sick Leave:

Employees shall accrue and use sick leave in accordance with City of St. Helena

Personnel/Administrative on Sick Leave.

9.2 Family Care:

Except as otherwise required by state or federal law, sick leave may be used to care for the employee's child, spouse, or domestic partner who is incapacitated by a serious health condition as defined by state or federal Law. Sick leave utilized for Family Care shall not exceed forty-eight (48) hours per occurrence.

9.3 Bereavement Leave:

Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the City Manager to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the City Manager.

9.4 Industrial Accident Leave:

The City shall provide paid leave and benefits consistent with the State's Worker's Compensation laws.

9.5 Miscellaneous Leave With Pay:

Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee's official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

9.6 Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:

Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee's own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin, as specified in the federal Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer's accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

9.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):

In addition to leave authorized by Section 9.6, eligible employees may take leave based

on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee's physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee's accrued leave balances, the balance of the leave shall be taken as unpaid leave.

9.8 *Leave of Absence Without Pay:*

Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

9.9 *Military Leave:*

An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City's Personnel Policies Manual if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.

SECTION 10: TRAINING AND PROFESSIONAL GROWTH

10.1 *Professional Seminars and Training:*

To promote continued development of skills, knowledge, and abilities among the Employee, the City Manager may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

10.2 *Professional Membership Fees:*

Most At-will Executive Management, Mid-Management, and Confidential personnel are expected to maintain membership in appropriate professional organizations. These memberships serve to acquaint the City with the current state-of-the-art in these professional areas by means of publications and special activities. The City will include the costs of these membership fees in the respective department budgets, subject to approval by the City Manager.

10.3 College Tuition Reimbursement:

An employee who is taking courses in a field related to his/her employment may receive reimbursement for tuition and/or materials up to \$1,500 per year of the reasonable cost for books and tuition per fiscal year.

SECTION 11: OTHER BENEFITS**11.1 Vehicle Reimbursement:**

Covered employees to a far greater extent than most other City employees are required to travel throughout the City and the County to fulfill their job requirements. This travel is frequently required outside of normal working hours. In recognition of this employment requirement, the City may provide either the use of a City vehicle or pay an auto allowance of \$200 per month. In addition, if travel is required by the employee in his/her personal vehicle beyond the County line, mileage shall be reimbursed at the same rate as set by the IRS.

11.2 Deferred Compensation Plan:

Employees may elect payroll deductions in an amount permissible under IRS regulations, to be placed in a deferred compensation program administered at no cost to the City. To the extent allowed by law, such monies deposited would become tax deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation program. The City shall match up to \$200 per month to the employee's contribution into the City's deferred compensation program.

11.3 Health Club Membership:

The City will pay a one-time membership fee of \$25.00 towards employee enrollment in a health clubs.

11.4 Sick Leave Payout:

11.4.1 Payout upon separation, the City will pay out 50% of accrued sick leave for an employee who was an unrepresented compensation member before May 8, 2018. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible for any sick leave pay out.

11.4.2 Retirees conversion, upon meeting REMIFs retiree eligibility to participate in retiree benefits, an employee who was an unrepresented compensation member before May 8, 2018, will have the option of using 100% of their accrued sick leave towards health premiums. A new City employee who is hired into an unrepresented compensation position on or after May 8, 2018 will not be eligible to convert any of their accrued sick leave towards health premiums.

11.4.3 The City will not pay the employee upon separation in good standing from the City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversion or payout benefits described

in Section 11.4 of the Program beginning July 1, 2020. Those employees who had accrued hours eligible for this benefit on or before June 30, 2020 will have such eligible hours placed into a separate bank and will be permitted to convert them in accordance with the provisions of Section 11.4.

11.5 St. Helena Charity Based Events:

In recognition of the importance of being engaged with the St. Helena community, Unrepresented Employees are eligible to be reimbursed for charity event tickets related to their employment. To be eligible for reimbursement, the event must be held within the County of Napa and directly benefit the St. Helena community. Event tickets may be purchased only for the employee up to a total reimbursable amount of \$750.00 per calendar year.

11.6 Uniform Allowance:

Sworn Personnel that are members of the unrepresented compensation program shall receive an annual uniform allowance in the amount of \$1,250. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 12: TERMINATION ALLOWANCE

12.1 Severance Pay:

In order to foster job security within a professional climate, At-will Executive Management employees who receive no protection from the City's Personnel System may be entitled to severance pay when they are discharged from the City service. At-will Management employees terminated for cause are not eligible for severance benefits.

12.2 Allowance Schedule:

At-will Executive Management employees shall generally be entitled to two (2) months' salary, excluding fringe benefits. All specific severance pay terms and conditions must be included in the employee's Employment Contract, as noted in section 2 (Employment Contracts). In no event shall an employee receive a severance that is greater than the employee's salary multiplied by the number of months left on the unexpired term of the employee's employment contract, and all severance provisions shall comply with all other requirements of law.



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: OLD BUSINESS

Subject: Water and Wastewater Rate Study Update regarding:

1. **Pricing Objectives Exercise - Review and Discuss Exercise Results; and**
2. **Reserves Policies - Review and Discuss Existing Policy and Alternative Policies; and**
3. **Capital Improvement Program (CIP) - Presentation of Long-Term Capital Program for Water and Wastewater.**

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On December 3, 2021, the City released a Request for Proposals (RFP) for professional services to complete an updated Water and Wastewater Rate study. The City received a total of eight proposals. Based on the proposal, consultant's relevant experience, capacity for public engagement, references and interview, staff selected Raftelis. On March 25, 2022, the City Council awarded a Professional Services Agreement to Raftelis to engage in the activities outlined in the proposal.

Raftelis continues to work with staff to collect data and analyze existing policies to assist with developing the framework for the rate study and build the financial model. Raftelis compiled information regarding Pricing Objectives, Reserve Policies, and the Long-term Capital needs for the Water and Wastewater systems. This information was presented to the Water and Wastewater Rate Study Advisory Committee for feedback on August 25, 2022.

DISCUSSION

Raftelis will provide a presentation on the following information:

Pricing Objectives Exercise

Within the constraints of legal requirements and industry norms, the best rate structure is the one that is right for a given community. Properly designed rate structures should always collect the appropriate amount of revenue defined in the financial and cost of service exercises. However, rate structures are also important communication tools, addressing the unique characteristics of a water or sewer utility, the values of its customers, and the concerns of other stakeholders in the community. Objectives for pricing and rate structuring support broad policies and serve as discussion points when evaluating and designing alternative rate structures.

Raftelis developed a pricing objectives exercise (Attachment A), which was completed by the City Council and Water and Wastewater Rate Study Advisory Committee, to prioritize policy objectives that will be used to develop a framework in subsequent meetings prior to modeling actual rates.

The following eight policy objectives (Table 1) were developed to help guide the selection process of appropriate alternative structures: Administration, Affordability, Conservation, Defensibility, Equity, Rate Stability, Financial Stability, and Customer Understanding.

Table 1: Policy Objectives and Associated Sub-Objectives for Rate Structure Evaluation

Defensibility	Customer Understanding	Rate Stability	Conservation
• Reduce likelihood of challenge • Increase likelihood of withstanding challenge	• Ease of understanding • Straight-forward bills • Ratepayers can discern changes to rates	• Avoid rate and revenue volatility • Minimize customer impacts	• Reduce total use • Reduce large volume use • Reduce peak use

Administration	Equity	Financial Sustainability	Affordability
• Ease of implementation • Compatibility with existing systems • No new costs	• Equity among customer classes • Equity between customer classes	• Generate adequate revenues over time • Generates stable cash flow month to month	• Affordability for essential use • Affordability for average use

	• Inter-generational equity		
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The pricing objectives exercise included a policy statement for each objective, as well as the advantages and disadvantages.

Raftelis will present the analysis of the pricing objectives exercise and explain how the results will be incorporated into the rate setting process.

Reserve Policies

The City of St. Helena developed reserve policies in an effort to ensure financial security through the maintenance of a healthy fund contingency balance that guides the creation, maintenance, and use of resources for financial stabilization purposes. The City's primary objective is to maintain a prudent level of financial resources to mitigate risk due to temporary revenue shortfalls or unpredicted one-time expenditures. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of a healthy fund balance.

The City should maintain balances in the Water and Wastewater Funds at a level sufficient to accommodate operating and capital needs. City Council's directed target for the Water Fund is 10-14 months (83%-106%) of annual operating expenditures in cash and the Wastewater Fund 6-8 months (50%-67%) of annual operating expenditures in cash. These amounts include cash balances in the Water and Wastewater Capital Improvement Project Funds. Multi-year fee studies for these funds should be updated periodically as a basis for defining the revenue sources necessary to maintain system infrastructure and required service levels. As a result of the periodic fee or master plan studies, adjustments to user charges may be necessary to maintain recommended fund balance levels.

Raftelis will discuss comparative reserve policies and will review policy considerations.

Capital Improvement Program - Water and Wastewater

The City's five-year Capital Improvement Program (CIP) is a multi-year planning instrument that guides the construction of new facilities/infrastructure and the expansion, rehabilitation, or replacement of existing City-owned assets. The adopted CIP becomes the guiding document for the prioritization of projects, provides projected programming, and provides estimated costs over a five-year period. The current Five-Year Capital Improvement Program for Fiscal Years 2022-23 to 2026-27 was adopted by City Council on June 14, 2022.

The information included in the adopted CIP is updated annually to reflect changing priorities, updated costs, funding availability, and project completion. A new five-year CIP is submitted to City Council annually with recommended projects, adjustments to project budgets, funding sources, descriptions, and/or schedules.

Taking the information from the FY 2022-23 to FY 2026-27 five-year CIP list, the four sources listed below, and other unfunded CIP needs, staff compiled a 30-year master CIP worksheet. The projects in the 30-year list are from the various series of studies, working committees, and reports to categorize assets, provide costs estimates for replacement/repair, and develop funding strategies for the replacement/repair of assets. This included:

1. Facilities Condition and Need Assessment (2017)
2. St. Helena Assets Planning Engagement (SHAPE) Committee (2018)
3. Financing Civic Infrastructure Task Force (2020)
4. Integrated Utility Master Plan (2021)

Raftelis will present the list of CIP projects for both the water and wastewater enterprise with the following information:

1. Highlight some of the primary projects;
2. Highlight the short-term water and wastewater projects;
3. Review possible CIP scenarios.

FISCAL IMPACT

Not Applicable.

RECOMMENDED ACTION

Discuss and provide feedback.

ATTACHMENTS

[Attachment A - Pricing Objectives Exercise](#)

[St. Helena Rate Study City Council Presentation Sept 13](#)



Pricing and Policy Objectives

Exercise Worksheet

1. OVERVIEW

Within the constraints of legal requirements and industry norms, the best rate structure is the one that is right for a given community. Properly designed rate structures should always collect the appropriate amount of revenue defined in the financial and cost of service exercises. However, rate structures are also important communication tools, addressing the unique characteristics of a water or sewer utility, the values of its customers, and the concerns of other stakeholders in the community. Objectives for pricing and rate structuring support broad policies and serve as discussion points when evaluating and designing alternative rate structures.

Raftelis has developed an extensive list of policy objectives (and sub-objectives) to aid in the development of multiple alternative structures as part of the current rate study. Most objectives and sub-objectives relate to rate design, however, some relate more to utility financial planning. Both the financial plans (gross rate revenue needs) and the cost allocations (rate structures) are important components to the rate study. In this exercise we break down the policy objectives and sub-objectives into a fundamental statement, with a brief discussion of the pros and cons of each.

2. BACKGROUND

Raftelis developed the following eight policy objectives (Table 1) to help guide the selection process of appropriate alternative structures: Administration, Affordability, Conservation, Defensibility, Equity, Rate Stability, Financial Stability, and Customer Understanding.

To inform the Water and Wastewater Rate Study Advisory Committee (“Advisory Committee”), each policy objective includes a policy statement, discussion notes, and advantages and disadvantages of the policy. Prioritization of policy objectives by the Advisory Committee will be used to develop a framework in subsequent meetings prior to modeling actual rates. The results of the exercise will be utilized for both the water and wastewater utility services.

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

Table 1: Policy Objectives and Associated Sub-Objectives for Rate Structure Evaluation

Defensibility	Customer Understanding	Rate Stability	Conservation
• Reduce likelihood of challenge • Increase likelihood of withstanding challenge	• Ease of understanding • Straight-forward bills • Ratepayers can discern changes to rates	• Avoid rate and revenue volatility • Minimize customer impacts	• Reduce total use • Reduce large volume use • Reduce peak use

Administration	Equity	Financial Sustainability	Affordability
• Easy of Implementation • Compatibility with existing systems • No new costs	• Equity among customer classes • Equity between customer classes • Inter-generational equity	• Generates adequate revenues over time • Generates stable cash flow month to month	• Affordability for essential use • Affordability for average use

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

Policy Objective 1 –Defensibility

Policy Statement: Recognizes that any rates for water and wastewater service in California can be challenged for any reason under Proposition 218. Rates charged to customers should be developed in a manner that reasonably anticipates challenges to rates.

Discussion: This objective highlights the importance of designing rates that are objective, rational, and with the least degree of creativity. In all cases we will develop a study report that produces a strong administrative record.

Advantages of the Policy Objective: Promoting defensibility of rates and creating structures that are cost-based, objective, and rational, can help ensure stability year over year and allow staff time and City resources to be spent on essential functions.

Disadvantage of the Policy Objective: To reduce perceived risk, rate structure(s) may be simplified and ignore, or minimize, other important policy objectives such as affordability and conservation.

Sub-Objectives:

- **Reduce the likelihood of challenge** – Producing a rate structure perceived to be fair, well documented, and well-communicated reduces the likelihood of legal challenge. This may lead to more efficient and less costly administration.
- **Increase the likelihood of withstanding challenge** – Should rates be challenged, having a strong administrative record and supporting documentation to support the rate structures and study decisions improves a favorable outcome.

Policy Objective 2 –Customer Understanding

Policy Statement: Recognizes the advantages of designating rate structures that are easily understood by ratepayers

Discussion: This objective highlights the importance of keeping rate structures, and changes to rate structures, simple. Customer communications and clarity of bills should be considered as part of this principle. Significant public outreach during the study, and through implementation, help to mitigate some customer understanding concerns.

Advantages of the Policy Objective: Creating structures that are easy for ratepayers to understand will minimize user-related administrative burdens. If customers understand the basis of their bills, they will have the ability to quickly calculate charges and conclude that they are fair.

Disadvantage of the Policy Objective: Simplifying the rate structure generally reduces the degree of fairness and equity across user groups and may also limit conservation and affordability outcomes. It may also limit the types of rate structures for evaluation.

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

Sub-Objectives:

- **Ease of understanding** – The ability for the rate structures to be explained in a manner that can be understood by the layperson. This creates a positive effect on the acceptance of charges for service.
- **Straight-forward bills** – Implementing a new or modified rate structure merits careful consideration as wholesale changes can require upfront investments in outreach, communications, and interim investments in customer service staffing and other resources.
- **Discernable rate changes** – Producing a rate structure where the layperson can explain the changes and calculate changes to charges on the bill reduces confusion, reduces the burden on administration, and generally leads to acceptance of the rates as fair.

Policy Objective 3 – Rate Stability

Policy Statement: There are advantages to an agency generating stable rates from customers. These policies are achieved by selecting specific funding mechanisms for long-term finances and/or incorporating specific cost components into rate structures.

Discussion: This principle highlights the importance of predictable rates to customers year-over-year while minimizing the effects of rate structure changes.

Advantages of the Policy Objective: The practice of ensuring rate stability generates gains in customer understanding and financial health through less revenue volatility seasonally and annually.

Disadvantages of the Policy Objective: Setting user charges to maximize rate stability may reduce equity among and between user classes and may be perceived as unfair and inequitable. Additionally, prioritizing rate stability often reduces the conservation signaling of rates.

Sub-Objectives:

- **Avoid bill volatility** – To reasonably ensure that rates and charges are predictable across billing cycles and without sharp fluctuations in magnitude or structure year over year. Certain rate structures and long-term financial plans are more effective at guarding against rate spikes and highly fluctuating user bills.
- **Minimize customer impacts** – Aims to minimize the financial impact of rate structure changes to customers to the greatest degree possible.

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

Policy Objective 4 – Conservation

Policy Statement: Scarce water resources, cyclical drought, and regulatory mandates should be reflected in the rates and charges. The rate structure should encourage a reduction in water demands and empower necessary water management efforts by the City.

Discussion: This principle recognizes the limited water availability of the potable system, as well as the environmental and financial impact of water and wastewater mitigation activities. The rates should encourage reduced use of a limited resource to the greatest extent under the law.

Advantages of the Policy Objective: This policy attempts to align the costs of conservation activities, customer demand patterns, and the water supply portfolio with customers and customer classes, which cause the City to incur those costs. This has the effect of reducing the burden to lower volume users and benefits equity and affordability of service.

Disadvantages of the Policy Objective: Typically, rate structures emphasizing efficiency, conservation, and reduced water use generate increased revenue volatility to the agency. This volatility may be seasonal changes in cashflow or a potential net revenue loss in times of significant reduction beyond projected demand.

Sub-Objectives:

- **Reduce total use** – Use of best available data and planning documents should be employed to develop a rate structure that promotes the efficient use of water. Example includes identifying efficient water requirements at the parcel level for certain classes of customer.
- **Reduce large volume use** – Relies on price signaling to deter high volume water use and promote conservation and the efficient use of water.
- **Reduce peak use** – Aims to curtail use during the highest demand periods of the year to take pressure off certain facilities and/or reduce purchasing and conveyance of water from more expensive sources.

Policy Objective 5 –Administration

Policy Statement: Recognizes the advantages of designating rate structures that are simple to implement, administer, and update by staff.

Discussion: This objective highlights the importance of keeping structures and the process of administering them practical. Ratepayer education and communications, as well as clarity of bills, should be considered as part of this principle.

Advantages of the Policy Objective: Creating structures that are easy for ratepayers to understand and for staff to implement will minimize rate-related administrative issues. If staff can implement the rates and charges without modifying systems, it reduces staff time, implementation costs, and opportunities for delays.

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

Disadvantage of the Policy Objective: Maximizing the ease of administration may not allow for certain rate structures or modifications of rate structures. This may mean simplifying rate structures which could limit achieving other objectives.

Sub-Objectives:

- **Ease of implementation**– Implementing a new rate structure merits careful consideration as rate structure implementation may require upfront (one-time) costs such as data gathering or billing system changes. An easy-to-administer structure does not negatively impact the ongoing costs of administration, which are predominately staffing costs.
- **Compatibility with existing systems** – A new rate structure should not require modifications to the customer information and billing systems or inter-departmental changes. This reduces the time to implement changes and the level of effort by staff.
- **No new costs** – Any new rate structure should not require one-time costs or costs that would otherwise not be incurred if not for the rate structure. Staff should be able to utilize the existing systems and update rates and charges effortlessly.

Policy Objective 6 –Equity

Policy Statement: In compliance with Article XIII D of the State Constitution (commonly referred to as Proposition 218), governing statutes of State Law, and industry best practices, rates and charges should be cost-based, fairly apportioned among classes of customers, and account for the substantive provisions of the law through a sound, technically defensible methodology.

Discussion: This objective highlights the importance of ratepayers’ perception of fairness and equity, while recognizing that absolute equity among all users and user classes may not be achieved. Rates should generally be perceived as fair, reasonable, and equitable for all.

Advantages of the Policy Objective: This principle reinforces the priority of treating all customer classes fairly. Also, it acknowledges the practical obstacles that prevent perfect equity, such as excessive administrative costs or technical costs incurred solely to achieve marginal gains in equity.

Disadvantages of the Policy Objective: “fairness” and “equity” can be subjective and requires the Advisory Committee and policymakers (City Council) to apply discretion and judgment. More, equity can be interpreted at the system level, customer class level, or intra-class level.

Sub-Objectives:

- **Equity among customer classes** – States that a rate structure achieves equity by allocating costs fairly and proportionally within user groups (customer classes). For example, tiered water rates and variable component wastewater rates attempt to increase equity within a class of customers.
- **Equity between customer classes** - States that a rate structure achieves equity by allocating costs fairly and proportionally across distinct user groups of systems. For example, equity between residential users, commercial users, and agricultural users.

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

- **Inter-generational equity** – States that a rate structure achieves equity by matching the costs of impacts to those who have caused the impacts. The objective aims to protect current and future users from disproportionately bearing costs due to past, or projected, activities. Inter-generational equity also relates to the future costs of infrastructure investment and re-investment and who should pay.

Policy Objective 7 –Financial Stability

Policy Statement: There are advantages to an agency in increasing revenue certainty. It is important to establish rates that generate adequate revenues from year to year, regardless of climate cycles or variation in water use. These policies are achieved by selecting specific funding mechanisms or selecting specific rate structures.

Discussion: This principle highlights the importance of ensuring adequate revenue generation for maintaining a self-sustaining agency. Revenues must be adequate to fund technical, personnel, and other operational costs. Revenue generation should be predictable with little variability.

Advantages of the Policy Objective: The practice of ensuring revenue sufficiency and stability generates additional gains in financial health and generally reduces volatility in future rates. This generally reduces utility financial risk and generally makes the utilities more attractive to external entities (e.g. bond rating).

Disadvantages of the Policy Objective: While pursuing a rate structure that promotes financial stability is advantageous, setting user charges in a fashion that fixes a user's bill may be perceived as unfair and inequitable. The public may perceive the need as unnecessary and that the agency has little incentive to be judicious with operating and management costs.

Sub-Objectives:

- **Generate adequate revenues** – The ability of the rate structure and financial plan to generate stable and predictable revenues on an annual basis. Specific types of rate structures are more effective at maintaining revenue stability than others. Adequate revenues ensure, for example, that technical studies can be conducted, qualified personnel can be retained, and that operational costs of the utility are covered.
- **Generate stable cash flow** – The ability of the rate structure to generate stable and predictable revenues in each billing cycle. Specific types of rate structures are more effective at maintaining revenue stability than others. Adequate revenues ensure, for example, that technical studies can be conducted, qualified personnel can be retained, and that operational costs of the Agency are covered.

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

Policy Objective 8 –Affordability

Policy Statement: Utility bills should be affordable to customers, and the rate and charges should be developed to deliver the greatest degree of affordability possible. Significant and/or unexpected rate changes may impose financial hardships on certain types of customers and cause otherwise affordable charges to become unaffordable.

Discussion: Affordable rates require a balance between generating stable and sufficient revenue for operations and providing flexibility to customer bills. Alternative rate structures may result in improvement or deterioration of charges perceived to be affordable.

Advantages of the Policy Objective: Flexibility in bills allows users a degree of choice and control over their charges. More, lower-income, fixed income, and/or those facing financial hardship are more likely to stay current on their charges with charges deemed affordable by the community.

Disadvantages of the Policy Objective: Affordability is relative to each customer and can be challenging to define. What may be affordable for one user is unaffordable to another. Additionally, affordability efforts generally present a tradeoff with revenue stability.

Sub-Objectives:

- **Affordability for essential Use** – This sub-objective addresses the importance of maintaining the price - i.e., that which is used for health and sanitation – at the lowest cost possible while considering the needs of the utility and regulatory conditions. This ensures that affordable outcomes are maximized for the lowest volume water users and those most financially vulnerable.
- **Affordability for average Use** – Aims to make charges for water and wastewater service affordable for the average user within a class of users, irrespective of absolute use or economic conditions.

Pricing Objectives Exercise

City of St Helena – Water and Wastewater Rate Study

July 1, 2022

3. PRICING OBJECTIVES EXERCISE

City of St. Helena - Water & Wastewater Utilities
Policy Objectives Exercise



Please prioritize each of the sub-objectives sequentially from
 1 to 20 with 1 being highest priority and 20 being lowest priority

Objective	Sub-Objectives	Priority
Defensibility	Reduce likelihood of challenge	
	Increase likelihood of withstanding challenge	
Customer Understanding	Ease of understanding	
	Straight-forward bills	
	Discernable rate changes	
Rate Stability	Avoid bill volatility	
	Minimize customer impacts	
Conservation	Reduce total use	
	Reduce large volume use	
	Reduce peak use	
Administration	Ease of implementation	
	Compatibility with existing systems	
	No new costs	
Equity	Equity among customer classes	
	Equity between customer classes	
	Inter-generational equity	
Financial Stability	Generate adequate revenues	
	Generate stable cash flow	
Affordability	Affordability for essential use	
	Affordability for average use	

City of St. Helena

Water and Wastewater Rate Study Update

City Council Meeting – September 13, 2022



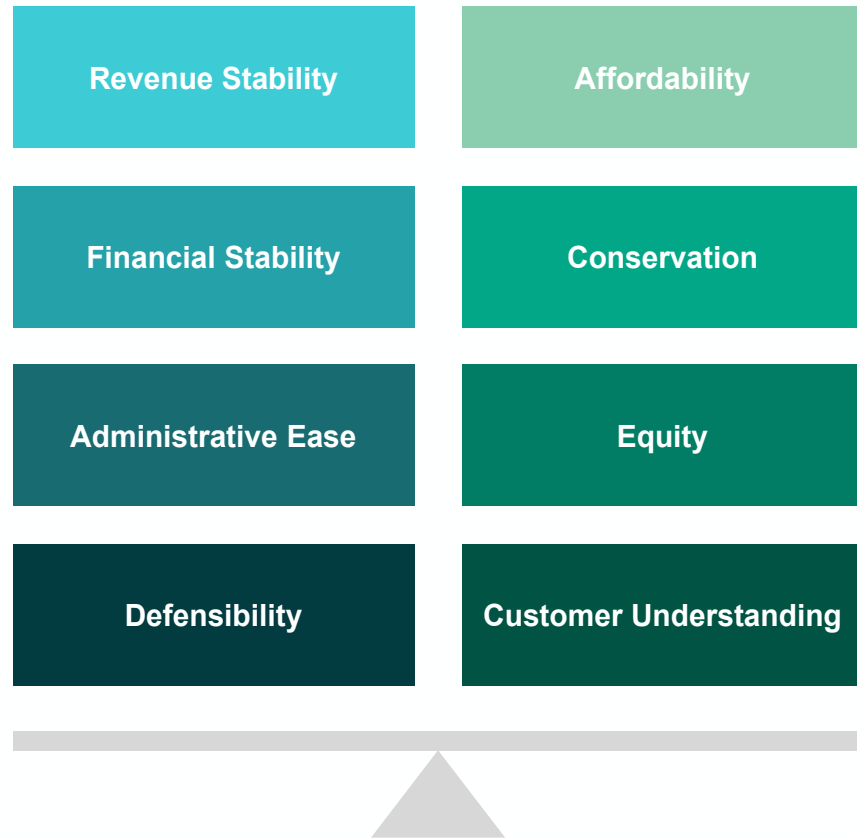
Agenda

1. Pricing Objectives Results
2. Reserves Policies Discussion
3. CIP Evaluation
4. Next

Pricing Objectives Exercise



Pricing Objectives



PRICING OBJECTIVES RESULTS

City Council (CC)

Importance	Objective	CC Ranking
Most Important	Financial Stability	1
Very Important	Conservation	2
More Important	Equity	3
Important	Affordability	4
Important	Rate Stability	5
Somewhat Important	Defensibility	6
Less Important	Customer Understanding	T7
Least Important	Administration	T7

PRICING OBJECTIVES RESULTS

RATE STUDY ADVISORY COMMITTEE (RSAC)

Importance	Objective	RSAC Ranking
Most Important	Equity	1
Very Important	Financial Stability	2
More Important	Conservation	3
Important	Affordability	4
Important	Rate Stability	5
Somewhat Important	Defensibility	6
Less Important	Customer Understanding	7
Least Important	Administration	8

PRICING OBJECTIVES RESULTS COMPARISON

Importance	Objective	CC Ranking	RSAC Ranking
Most Important	Financial Stability	1	2
Very Important	Conservation	2	3
More Important	Equity	3	1
Important	Affordability	4	4
Important	Rate Stability	5	5
Somewhat Important	Defensibility	6	6
Less Important	Customer Understanding	T7	7
Least Important	Administration	T7	8

KEY OBJECTIVES

Objective	Definitions
Financial Stability	Adequate revenues and stable cash flows
Conservation	Reduce overall water demands (per capita, large volume user, and peak water use)
Equity	Fairness among and between classes; <u>intergenerationally between current and future ratepayers</u>

KEY OBJECTIVES – FINANCIAL APPROACHES

Financial Stability

- Strong reserves policies
- Utilize debt financing for major capital projects (smooth cash outflows)
- Maintain drought rates during shortage

Conservation

- Robust conservation program funding i.e. rebates, audits, leak detection, messaging

Equity

- Debt financing major capital projects

KEY OBJECTIVES – RATE STRUCTURE APPROACHES

Financial Stability

- Maintain a high level of fixed charges
- Evaluate tiered water rates with few tiers
- Evaluate a fixed wastewater charge for Residential users

Conservation

- Aggressive tier breakpoints (smaller allocation in the lower tier(s))
- Maximize tiered rate differential to the greatest degree possible
- Higher level of variable rate revenues

Equity

- Evaluate several water rate classes (e.g., Residential, MFR, Irrigation, Commercial, etc.)
- Maintain numerous non-residential wastewater strength classes
- Follow through evaluation of Inside/Outside City rates and elevation surcharges

Reserves Policies



Financial Policy Overview

- Goals of Financial/Reserve Policies:
 - › Mitigate risk
 - Revenue instability
 - Emergency asset failure
 - Volatility in working capital
 - › Credit
 - Maintain/achieve a specific credit rating
 - Determine most opportune time to issue debt
- Importance of Financial Policies:
 - › Maintain financial solvency
 - › Provide guidelines for sound financial management
 - › Enhance financial management transparency

Financial Health Indicators

Healthy Reserves

- Operating Reserve – results from positive cash flow
- Capital Reserve – can award contracts quickly and speed up projects if necessary
- Rate Stabilization – funds used during periods of revenue shortages (i.e., drought)
- Emergency – funds available in case of asset failure or natural disaster

Debt Coverage Ratio

- Meet/Exceed minimum requirements
- Achieve/maintain good credit ratings
- If there is no debt, what is the utility's debt capacity?
 - How much are you able to borrow with current rates?

DEVELOPING RESERVE TARGETS – CONSIDERATIONS AND APPROACHES

- **Operating**
 - › Billing frequency
 - › Timing of operating expenses
 - › History of non-payment / uncollectible
- **Capital**
 - › Multiple of annual planned capital
 - › System depreciation
 - › Percent of asset valuation
- **Rate Stabilization**
 - › Probability analysis: likelihood of drought or demand reductions
 - › Sensitivity analysis for revenues and expense
 - › Other management tools, example: drought rates
- **Emergency**
 - › Critical asset replacement analysis
 - › History of failures, example: line breaks
 - › System risk assessment to quantify emergency needs

EXAMPLE RESERVES POLICY - WATER

Agency	O&M	Capital	Emergency	Rate Stabilization
City of Camarillo	90 days O&M	1-Year Depreciation	1% of Total Assets	5% of Commodity Revenue
Placer County Water Agency	Max: 150 days O&M Min: 100 days O&M	Max: Next 5 years of R&R Min: Next 2 years of R&R		
Borrego WD*	90 Days O&M	Minimum or Next Year Paygo CIP	2% of Capital Assets	30% of Commodity Revenue
Montecito WD	~90 days O&M	\$500k	\$500k	
City of Ventura	25% Of Annual O&M	Annual Avg. R&R		
Scotts Valley	90 days O&M	1-Year Depreciation	2.5% of Capital Assets	20% of Commodity Revenue
City of Hayward	25% of Annual Expenses	Annual Avg. 5-year CIP		25% of Commodity Revenue
Marin MWD	Target: 50% O&M Min: 25% O&M	Annual Avg. 5-year CIP		100% of New Debt
City of St. Helena	Target: 14 months of Operating (O&M + Debt Service) Minimum: 10 months of Operating (O&M + Debt Service)			

*Policy also includes a 5% annual O&M Contingency Reserve and \$1.5M water supply reserve

EXAMPLE RESERVES POLICY –WATER (In the Neighborhood)

Agency	O&M	Capital	Emergency	Rate Stabilization
City of Calistoga	90 days of O&M			
Town of Yountville	30% of O&M	5% Asset Value		
City of Napa	Target: 90 days of O&M Minimum: 45 days of O&M	10-20% Annual CIP (CIP Reserve) 10-20% Annual CIP (R&R Reserve)	5-10% Annual O&M excluding debt	5-10% of Water Sales Revenue
City of Santa Rosa	15% of O&M	?	Engineering earthquake assessment (>\$6M)	
City of St. Helena	Target: 14 months of Operating (O&M + Debt Service) Minimum: 10 months of Operating (O&M + Debt Service)			

EXAMPLE RESERVE POLICY – WASTEWATER (In the Neighborhood)

Agency	Operating	Capital	Emergency	Rate Stabilization
City of Calistoga	90 Days of O&M			
Town of Yountville	30% of O&M	5% of Asset Value		
Napa Sanitation	12 Months of O&M (Operating & Cashflow)	Approximately \$500k		
City of Santa Rosa	15% of O&M	?	Engineering earthquake assessment (>\$7M)	\$1M
City of St. Helena	Target: 8 months of O&M Minimum: 6 months of O&M			

WATER ENTERPRISE – POLICY OPTIONS

	Operating	Capital	Emergency	Rate Stabilization
Existing Policy	Target: 14 months of Operating (O&M + Debt Service) Minimum: 10 months of Operating (O&M + Debt Service)	None	None	None
Alternative 1	Four Months O&M + Annual Debt Service	Annual Avg. 5-year CIP (Unfunded)	N/A	None
Alternative 2	Six months Operating (O&M + Debt Service)	Annual Avg. 5-year CIP (Unfunded)	\$2M	None

WATER ENTERPRISE – CORRESPONDING TARGETS

	Operating	Capital	Emergency	Rate Stabilization	Total Reserve (\$)
Existing Policy	Target: \$8.8 M Min: \$6.3 M	None	None	None	Target: \$8.8 M Min: \$6.3 M
Alternative 1	\$3.2 M	\$4.6 M	None	None	\$7.8 M
Alternative 2	\$3.8 M	\$4.6 M	\$2 M	None	\$10.4 M

WASTEWATER ENTERPRISE – POLICY OPTIONS

	Operating	Capital	Emergency	Rate Stabilization
Existing Policy	Target: 8 months O&M Minimum: 6 months O&M	N/A	N/A	N/A
Alternative 1	Four Months O&M + Annual Debt Service	Annual Avg. 5-year CIP (Unfunded)	N/A	N/A
Alternative 2	Six months Operating (O&M + Debt Service)	Annual Avg. 5-year CIP (Unfunded)	\$1M	N/A

WASTEWATER ENTERPRISE – CORRESPONDING TARGETS

	Operating	Capital	Emergency	Rate Stabilization	Total Reserve (\$)
Existing Policy	Target: \$2.4 M Minimum: \$1.8 M	None	None	None	Target: \$2.4 M Minimum: \$1.8 M
Alternative 1	\$1.4 M	\$1.2 M	N/A	None	\$2.6 M
Alternative 2	\$1.8 M	\$1.2 M	\$1 M	None	\$4.0 M

RESERVES POLICIES AND KEY POLICY OBJECTIVES

- Financial Stability & Equity
 - › Enhanced reserve policies mitigate revenue risk
 - › Improves credit worthiness for future borrowings
 - Use of debt financing for major long-term CIP (inter-generational equity)
 - › Rate stabilization reserve mitigates potential rate shocks from water shortage conditions or revenue shortfalls
 - Could help minimize drought rates and impacts to low volume and low income customers

RESERVES POLICIES AND OTHER CONSIDERATIONS

- Existing Financial Health
 - › Raising rates to achieve reserves policies alone is not a popular approach or message to customers
- Access to outside funds
 - › Example: Line of Credit with a bank
- Future borrowing and credit rating
 - › Days cash on hand

CIP



WATER ENTERPRISE – ANNUAL PROGRAM AND PRIMARY PROJECTS

- Napa Intertie
- Water Treatment Plant
- Bell Canyon Intake Tower
- Spring Mountain (Holmes Tank)

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Water	\$2.8 M	\$3.6 M	\$4.1 M	\$5.4 M	\$6.1 M	\$11.7 M	\$4.5 M	\$4.5 M	\$4.4 M	\$4.4 M
Recycled Water		\$1.6 M	\$1.0 M	\$0.5 M						
Total	\$2.8 M	\$5.2 M	\$5.1 M	\$5.9 M	\$6.1 M	\$11.7 M	\$4.5 M	\$4.5 M	\$4.4 M	\$4.4 M

WASTEWATER ENTERPRISE – PRIMARY PROJECTS

- WWTP Upgrades (Majority-funded with USDA Loan)
- Sewer replacement, Crinella lift station, high priority pipe replacement (Funded with GO Bond proceeds)
- Recycled Water – Distribution to Crane Park’s Irrigation

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Sewer	\$2.8 M	\$1.0 M	\$0.1 M	\$0.6 M	\$0.5 M	\$1.4 M	\$1.4 M	\$1.0 M	\$1.0 M	\$1.0 M
Recycled Water	\$0.1 M	\$1.6 M	\$1.0 M	\$0.5 M						
Total	\$2.9 M	\$2.6 M	\$1.1 M	\$1.1 M	\$0.5 M	\$1.4 M	\$1.4 M	\$1.0 M	\$1.0 M	\$1.0 M

CIP SUMMARY

- Water CIP
 - › 10-year historical annual spend: \$1.1 M
 - › Forward looking annual spend: \$5.2 M (\$5.5 M average including Recycled Water Costs)
- Sewer CIP
 - › 10-year historical annual spend: \$0.9 M
 - › Forward looking annual spend: \$1.1 M (\$1.5 M average including Recycled Water Costs)
- **Only considers CIP funded through rate revenues (cash or future debt service)**

POSSIBLE CIP SCENARIOS

- Front-loaded with additional internal/external financing, if capacity
- Individual project prioritization
- Assumed capital completion rate (example: 75% of programmed capital)
- Inclusion/exclusion of future recycled water projects

Next

- Next
 - › Preliminary Financial Plans
 - › Rate Structure Modification Options
- Then
 - › Revised Financial Plans
 - › Preliminary Rates



Thank you

Contacts:

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Jim Armstrong – 805.395.1674 / jarmstrong@raftelis.com

Jonathan Jordan – 213.262.9305 / jjordan@raftelis.com



Report to the City Council
Regular City Council - 13 Sep 2022

Agenda Section: OLD BUSINESS

Subject: Downtown Pedestrian Crossing Improvements Discussion and Direction

CEQA Class I Categorical Exemption under Section 15301 of CEQA Determination:

Prepared By: Mario Traverso, Public Works Assistant Engineer

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On May 24th 2022, a citizen in a wheelchair, crossing west on Main Street at the Spring Street intersection was struck by a vehicle traveling southbound while in the crosswalk. This incident was witnessed by Congressmen Mike Thompson, who organized a meeting to discuss the safety issues associated with this intersection as well as pedestrian safety concerns throughout the corridor. The meeting, held on June 27th 2022, included Senator Bill Dodd, Assembly Member Cecilia Aquiar-Curry, representatives from Caltrans, representatives from Napa Valley Transportation Authority as well as City Council members and City staff.

Following the meeting, City staff prepared the following action plan:

1. Immediate Short-term Improvements to the Spring Street/Highway 29 intersection consisting of:
 - New and refreshed pavement markings.
 - New crosswalks with enhanced patterns. It was suggested and is recommended that the Highway 29 crosswalk be moved to the northerly side of the Spring Street/Highway 29 intersection for improved visibility.
 - New and refreshed advisory and warning signage.
2. Permanent Improvements Spring Street/Highway 29 intersection consisting of:
 - Rectangular Rapid Flashing Beacons system
 - Pedestrian crosswalk bulb-outs

- Requisite lighting, pavement markings, ADA compliant curb ramps, advisory and warning signage, etc.
- Caltrans to find availability of funds for long-term improvements.
- 3. Highway 29 Corridor Improvements
 - Commencement of a comprehensive corridor pedestrian safety study of the Highway 29 route through the City of St. Helena including plan development for seven (and potential additional) intersections.
 - Funding program for Corridor Safety Project implementation.

Coordination continued with Caltrans who committed to perform the *Immediate Short-term Improvements*, but no commitment was made regarding the *Permanent Improvements* or the *Highway 29 Corridor Improvements* action plan items. By July 23rd 2022, all items identified in the *Immediate Short-term Improvements* action plan had been installed by Caltrans maintenance crews.

Though the City welcomed these improvements and quick response from Caltrans, City staff has continued to pursue options to further increase safety, specifically exploring the feasibility of relocating the crosswalk and options to install curb extensions (bulb-outs) and flashing beacons (RRFBs) as identified in the action plan. City staff has prepared preliminary designs, which factor various design and planning considerations. Staff requests comments on the preliminary designs and direction from the Council on which alternative should be implemented. The selected option will move to final design and will be included in the scope of the *Pratt & Elmhurst Crossing Improvement Project* which is scheduled to go into construction this fall.

DISCUSSION

Caltrans implemented the *Immediate Short Term Improvements* which include extensive safety upgrades at the pedestrian crossings of Main Street at Spring Street and Hunt Avenue, specifically:

- New "ladder" style crosswalks with reflective glass beads providing increased nighttime visibility
- Extended red curb to 50 feet preceding the crosswalk increasing the line of sight of driver and pedestrian
- New installations of upsized fluorescent W11-2 and reflective R1-5 pedestrian warning signs
- Additional new road striping which includes advance warning words and symbols

In addition to the *Immediate Short Term Improvements* noted above, City staff has prepared exhibits which detail design and strategy alternatives. These options aim to continue to increase safety measures, in consideration of the recently installed safety upgrades, overall facility needs, and integration with planned projects.

Option 1 - Install solar powered RRFB on the existing streetlight pole at the southwest corner; install a solar powered RRFB on a new pole at the east side midblock ramp. All

improvements performed by Caltrans will remain. Modifications to the curb ramps, including relocation and bulb-outs will be included in the future *Downtown Sidewalk Improvements Project* as currently planned.

Considerations - This option provides the most immediate, cost effective solution and utilizes the improvements performed by Caltrans and the investment in the existing design effort of the *Downtown Sidewalk Improvements Project*. All the curb ramps will be replaced with ADA ramps during the *Downtown Sidewalk Improvements Project*.

Cost estimate: \$12,000.

Option 2 - Install a solar powered RRFB on the existing streetlight pole at the southwest corner; install a solar powered RRFB on a new pole at the east side midblock ramp; remove the existing east side midblock ramp and replace with a extended ADA ramp (bulb-out). All improvements performed by Caltrans will remain. The southwest ramp will be replaced in the future *Downtown Sidewalk Improvements Project* as currently planned.

Considerations - This option provides the benefits of a bulb-out on the east side midblock crossing entrance, increasing the visibility of pedestrians in addition to the installation of RRFBs. A bulb-out on the southwest corner is not considered as it will significantly impede the Spring Street to Main Street right turn radius. The safety provisions provided by the bulb-out may now be redundant due to the extension of red curb provided by Caltrans, which has already increased the line of sight.

Cost estimate: \$24,000.

Option 3 - Relocate the crossing to the north side of Spring Street. Install 3 foot bulb-out ADA ramps; install solar powered RRFBs on new poles on both sides.

Considerations - This is the most extensive alteration to the existing layout. The east side midblock ramp would be placed between the existing pillars at 1200 Main Street, the building roof overhang may pose conflict with RRFB placement. Portions of the new striping provided by Caltrans would need to be removed (ground off) resulting in disfigurement of the road surface.

Cost estimate: \$42,000

Option 4 - Conclude that the recent striping and signage improvements performed by Caltrans have significantly increased safety. Further improvements at the intersection including the consideration of crossing relocation, the installation of bulb-outs and RRFBs will be included in the future *Downtown Sidewalk Improvements Project* as currently planned.

Considerations: While the striping and signage improvements performed by Caltrans has significantly increased the safety measures at the intersection, a more extensive redesign is warranted, and is currently included as part of the *Downtown Sidewalk Improvement Project*. The design addresses ADA accessibility and safety improvements across the entire intersection. It may be strategic to utilize the design work already completed and

implement the needed upgrades across the entire intersection during the *Downtown Sidewalk Improvements Project* as currently planned.

FISCAL IMPACT

The *Pratt & Elmhurst Crossing Improvement Project* which includes curb ramp replacement, RRFB installations, and new striping, is in the current Capital Improvement Program with a construction budget of \$259,286. The engineer's estimate for *Pratt & Elmhurst Crossing Improvement Project* project is \$125,000. This revised estimate allows for the possibility to include the additional improvements at Spring Street.

RECOMMENDED ACTION

In light of the safety upgrades performed by Caltrans, and the planned redesign included in the *Downtown Sidewalk Improvement Project*, staff would recommend implementation of Option 1. This would provide robust, permanent safety enhancements and will not conflict with the continued design efforts which will address the overall pedestrian safety concerns throughout the intersection.

ATTACHMENTS

[Immediate Short-Term Improvements 1](#)

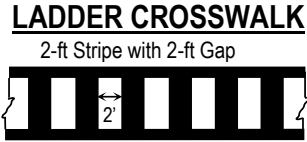
[Immediate Short-Term Improvements 2](#)

[Option 1](#)

[Option 2](#)

[Option 3](#)

[Downtown Sidewalk Improvements Project](#)



Crosswalk Improvement Plan
NAP-29 PM 28.570
Spring Street Intersection
City Of Saint Helena



Crosswalk Improvement Plan
NAP-29 PM 28.630
Hunt Ave. Intersection
City Of Saint Helena



REGULATORY SIGN

- **R1-5** : YIELD HERE TO PEDESTRIANS
- **R3-4** : NO U-TURN
- **R10-15(L)** : TURNING VEHS YIELD TO PEDS

WARNING SIGNS

- **W11-2** : PEDESTRIAN CROSSING
- **W16-7P** : DIAGONAL DOWNWARD POINTING ARROW
- **W16-9P** : AHEAD

Crosswalk Sign Improvement Plan
NAP-29 PM 28.570
Spring Street Intersection
City Of Saint Helena



Crosswalk Sign Improvement Plan
NAP-29 PM 28.630
Hunt Ave. Intersection
City Of Saint Helena

Install New:
'Fluorescent Yellow-Green'
W11-2 / W16-9P sign facing SB-traffic

Install:
Pavement Marking
"PED XING AHEAD"
200-ft from Adams St. x-walk

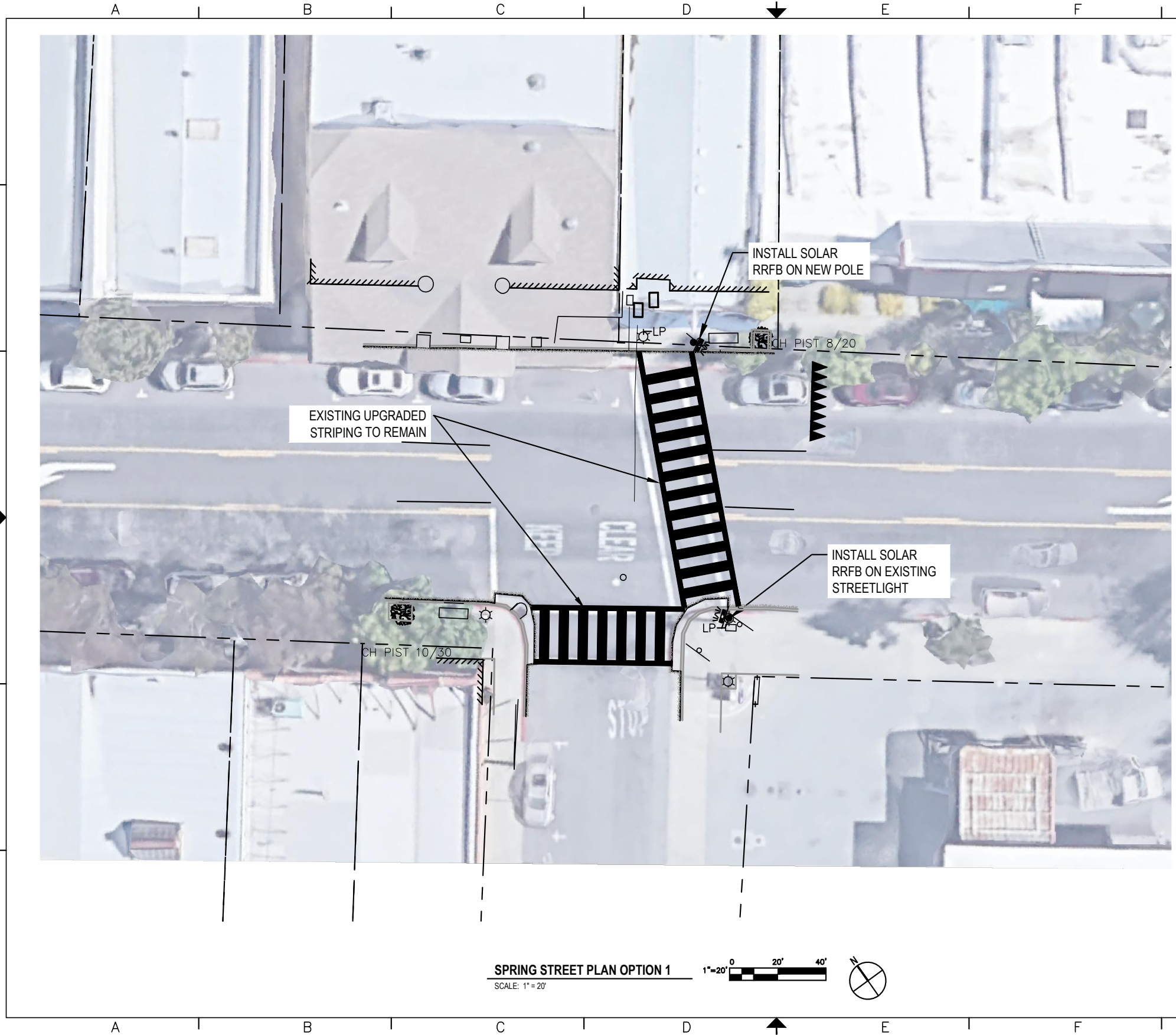
Install New
'Fluorescent Yellow-Green' sign:
W11-2 / W16-7P back-to-back

Install Sign:
R10-15(L)

Install Sign:
R1-5

Install:
Pavement Marking
"PED XING AHEAD"
100-ft from Spring St. x-walk

Install New:
'Fluorescent Yellow-Green'
W11-2 / W16-9P sign facing NB-traffic

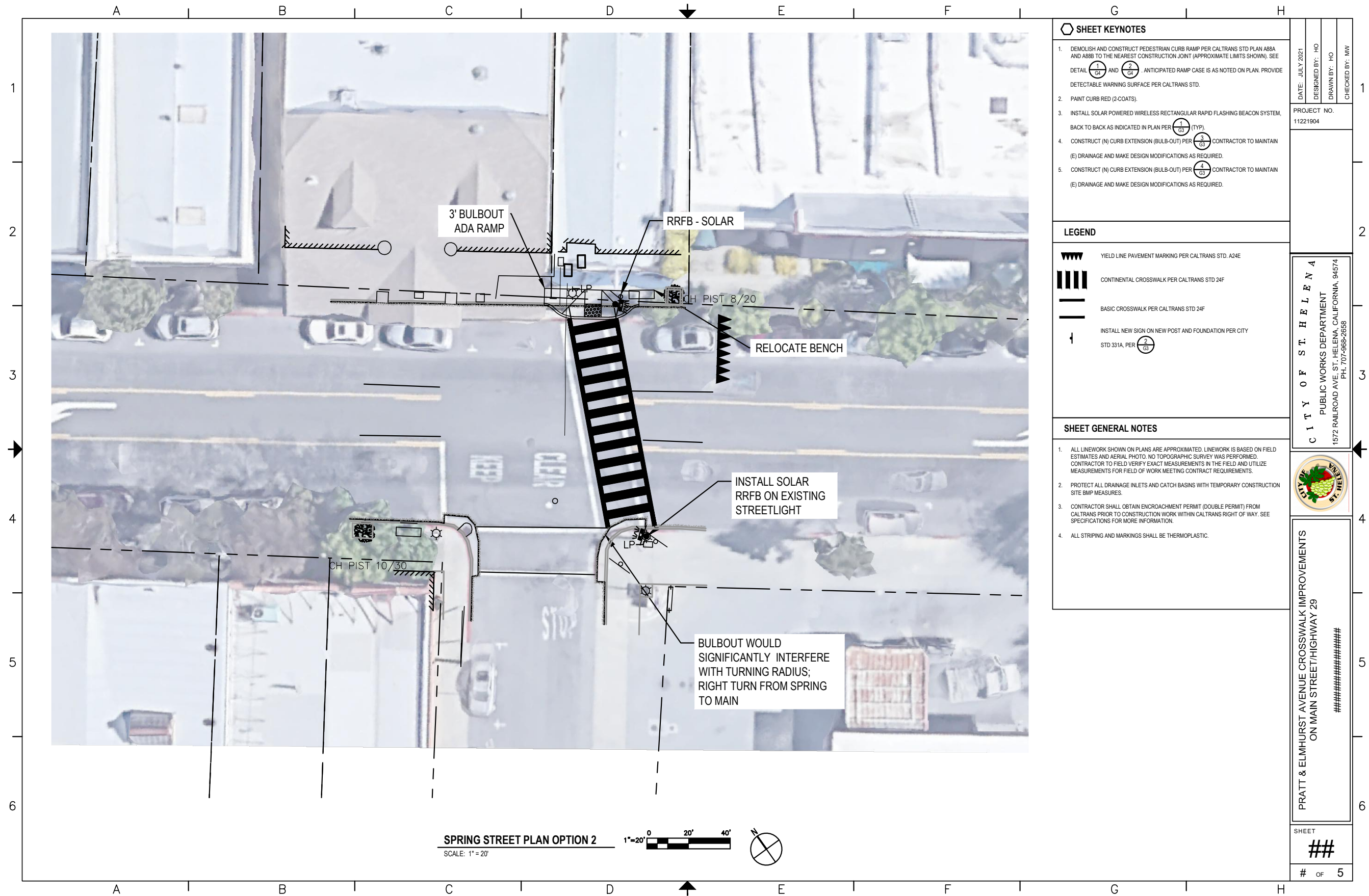


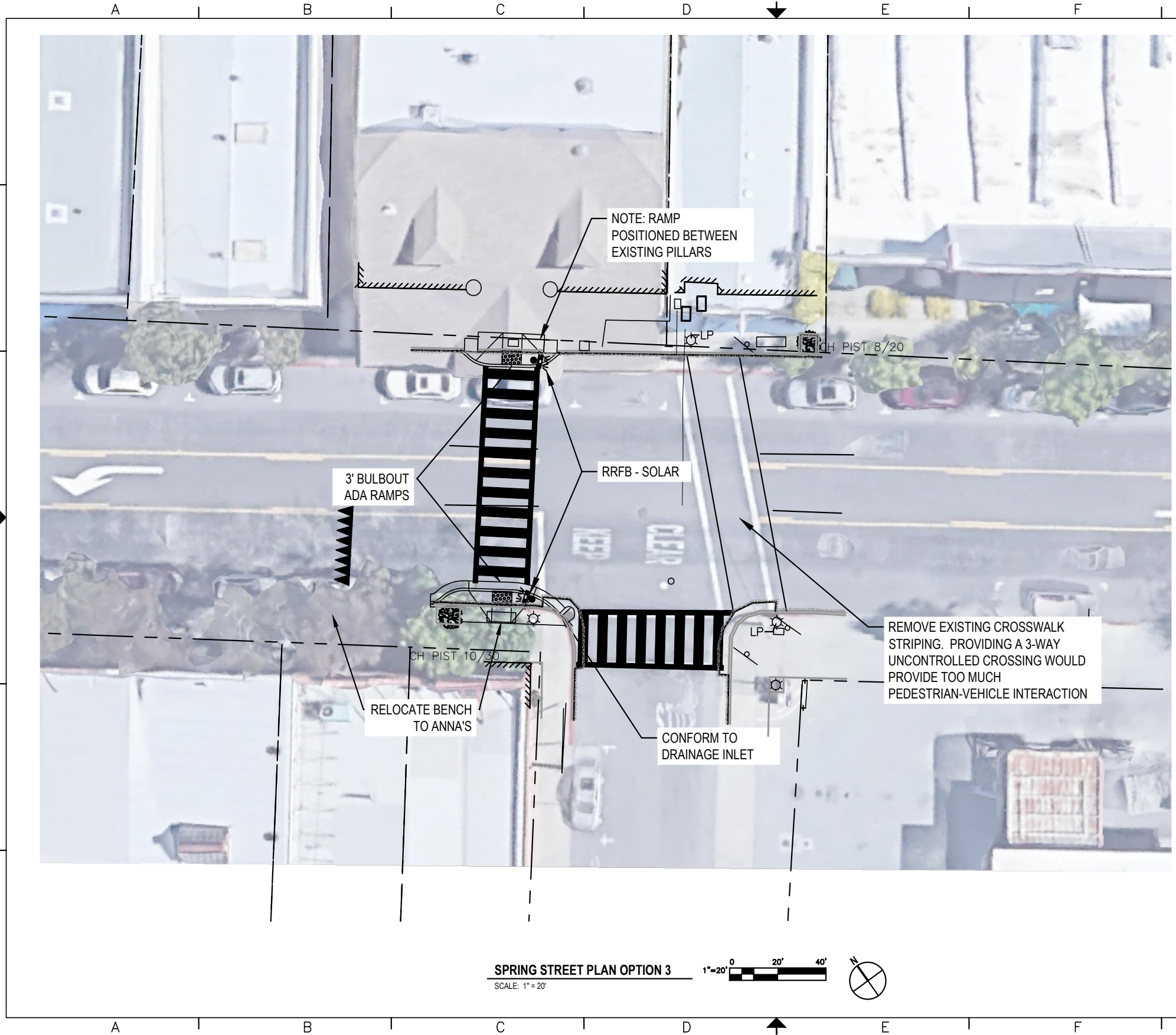
- SHEET KEYNOTES**
- DEMOLISH AND CONSTRUCT PEDESTRIAN CURB RAMP PER CALTRANS STD PLAN A88A AND A88B TO THE NEAREST CONSTRUCTION JOINT (APPROXIMATE LIMITS SHOWN). SEE DETAIL $\frac{1}{64}$ AND $\frac{2}{17}$. ANTICIPATED RAMP CASE IS AS NOTED ON PLAN. PROVIDE DETECTABLE WARNING SURFACE PER CALTRANS STD.
 - PAINT CURB RED (2-COATS).
 - INSTALL SOLAR POWERED WIRELESS RECTANGULAR RAPID FLASHING BEACON SYSTEM, BACK TO BACK AS INDICATED IN PLAN PER $\frac{1}{63}$ (TYP).
 - CONSTRUCT (N) CURB EXTENSION (BULB-OUT) PER $\frac{3}{63}$ CONTRACTOR TO MAINTAIN (E) DRAINAGE AND MAKE DESIGN MODIFICATIONS AS REQUIRED.
 - CONSTRUCT (N) CURB EXTENSION (BULB-OUT) PER $\frac{4}{63}$ CONTRACTOR TO MAINTAIN (E) DRAINAGE AND MAKE DESIGN MODIFICATIONS AS REQUIRED.

- LEGEND**
- YIELD LINE PAVEMENT MARKING PER CALTRANS STD. A24E
 - CONTINENTAL CROSSWALK PER CALTRANS STD 24F
 - BASIC CROSSWALK PER CALTRANS STD 24F
 - INSTALL NEW SIGN ON NEW POST AND FOUNDATION PER CITY STD 331A, PER $\frac{2}{63}$

- SHEET GENERAL NOTES**
- ALL LINEWORK SHOWN ON PLANS ARE APPROXIMATED. LINEWORK IS BASED ON FIELD ESTIMATES AND AERIAL PHOTO. NO TOPOGRAPHIC SURVEY WAS PERFORMED. CONTRACTOR TO FIELD VERIFY EXACT MEASUREMENTS IN THE FIELD AND UTILIZE MEASUREMENTS FOR FIELD OF WORK MEETING CONTRACT REQUIREMENTS.
 - PROTECT ALL DRAINAGE INLETS AND CATCH BASINS WITH TEMPORARY CONSTRUCTION SITE BMP MEASURES.
 - CONTRACTOR SHALL OBTAIN ENCROACHMENT PERMIT (DOUBLE PERMIT) FROM CALTRANS PRIOR TO CONSTRUCTION WORK WITHIN CALTRANS RIGHT OF WAY. SEE SPECIFICATIONS FOR MORE INFORMATION.
 - ALL STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.

DATE: JULY 2021	DESIGNED BY: HO	PROJECT NO. 11221904
DRAWN BY: HO	CITY OF ST. HELENA PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE, ST. HELENA, CALIFORNIA, 94574 PH: 707-968-2658	
CHECKED BY: MW		
	PRATT & ELMHURST AVENUE CROSSWALK IMPROVEMENTS ON MAIN STREET/HIGHWAY 29 #####	
	SHEET ##	
	# OF 5	





- SHEET KEYNOTES

1. DEMOLISH AND CONSTRUCT PEDESTRIAN CURB RAMP PER CALTRANS STD PLAN A88A AND A88B TO THE NEAREST CONSTRUCTION JOINT (APPROXIMATE LIMITS SHOWN). SEE DETAIL AND . ANTICIPATED RAMP CASE IS AS NOTED ON PLAN. PROVIDE DETECTABLE WARNING SURFACE PER CALTRANS STD.

2. PAINT CURB RED (2-COATS).

3. INSTALL SOLAR POWERED WIRELESS RECTANGULAR RAPID FLASHING BEACON SYSTEM, BACK TO BACK AS INDICATED IN PLAN PER (TYP).

4. CONSTRUCT (N) CURB EXTENSION (BULB-OUT) PER CONTRACTOR TO MAINTAIN (E) DRAINAGE AND MAKE DESIGN MODIFICATIONS AS REQUIRED.

5. CONSTRUCT (N) CURB EXTENSION (BULB-OUT) PER CONTRACTOR TO MAINTAIN (E) DRAINAGE AND MAKE DESIGN MODIFICATIONS AS REQUIRED.
- LEGEND

YIELD LINE PAVEMENT MARKING PER CALTRANS STD. A24E

CONTINENTAL CROSSWALK PER CALTRANS STD 24F

BASIC CROSSWALK PER CALTRANS STD 24F

INSTALL NEW SIGN ON NEW POST AND FOUNDATION PER CITY STD 331A, PER

SHEET GENERAL NOTES

1. ALL LINEWORK SHOWN ON PLANS ARE APPROXIMATED. LINEWORK IS BASED ON FIELD ESTIMATES AND AERIAL PHOTO. NO TOPOGRAPHIC SURVEY WAS PERFORMED. CONTRACTOR TO FIELD VERIFY EXACT MEASUREMENTS IN THE FIELD AND UTILIZE MEASUREMENTS FOR FIELD OF WORK MEETING CONTRACT REQUIREMENTS.

2. PROTECT ALL DRAINAGE INLETS AND CATCH BASINS WITH TEMPORARY CONSTRUCTION SITE BMP MEASURES.

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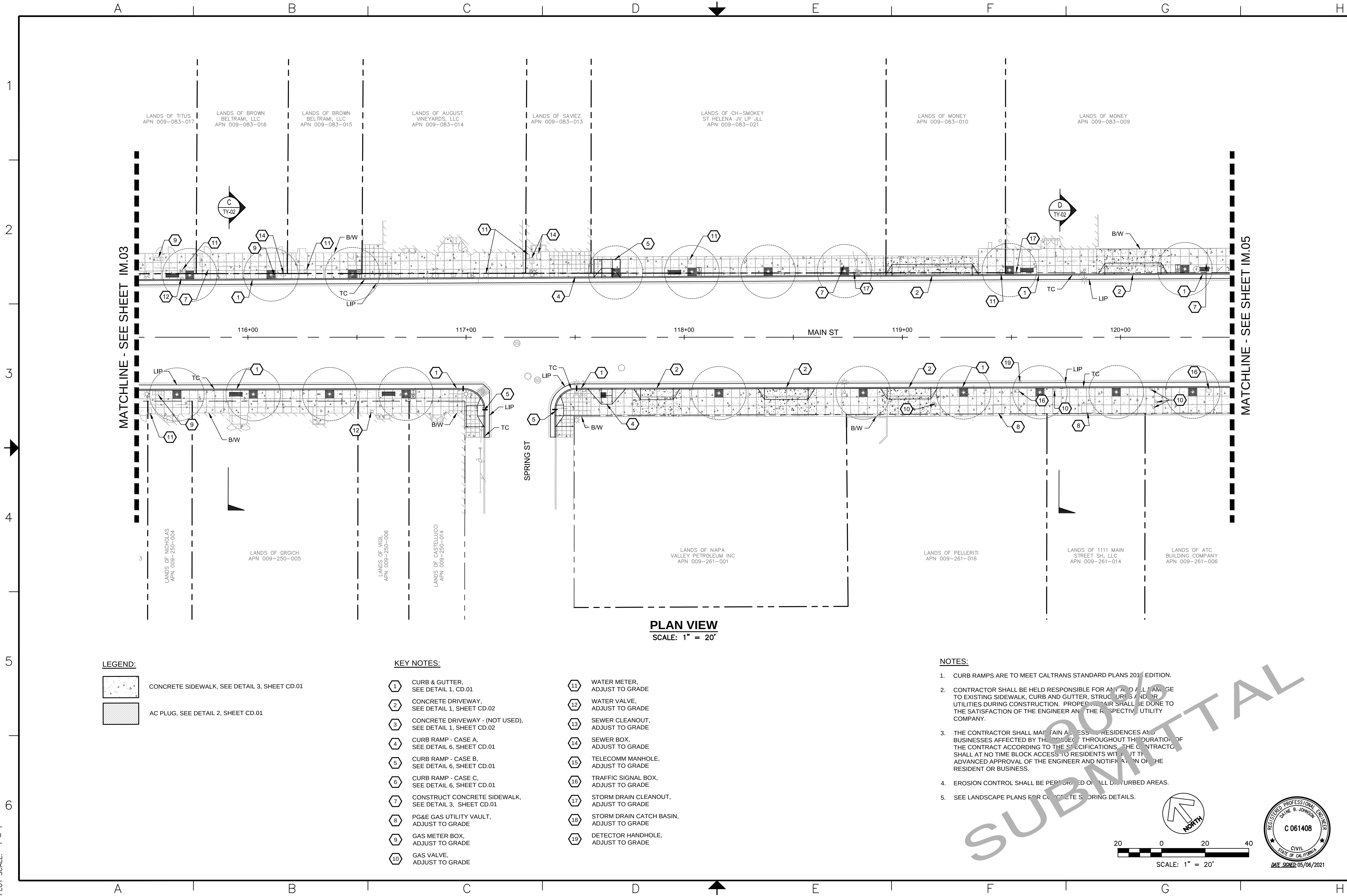
4. ALL STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.

DATE: JULY 2021	DESIGNED BY: HO	PROJECT NO. 11221904
DRAWN BY: HO	CHECKED BY: MW	
CITY OF ST. HELENA PUBLIC WORKS DEPARTMENT 1572 RAILROAD AVE, ST. HELENA, CALIFORNIA, 94574 PH: 707-968-2658		
PRATT & ELMHURST AVENUE CROSSWALK IMPROVEMENTS ON MAIN STREET/HIGHWAY 29 #####		
SHEET ##		
# OF 5		

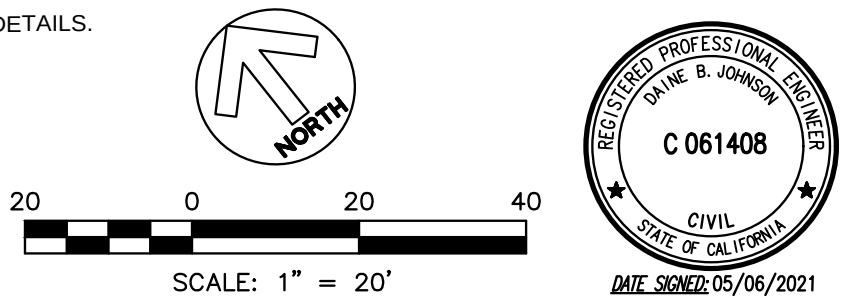
Page 531 of 535

Agenda Item #10.2.

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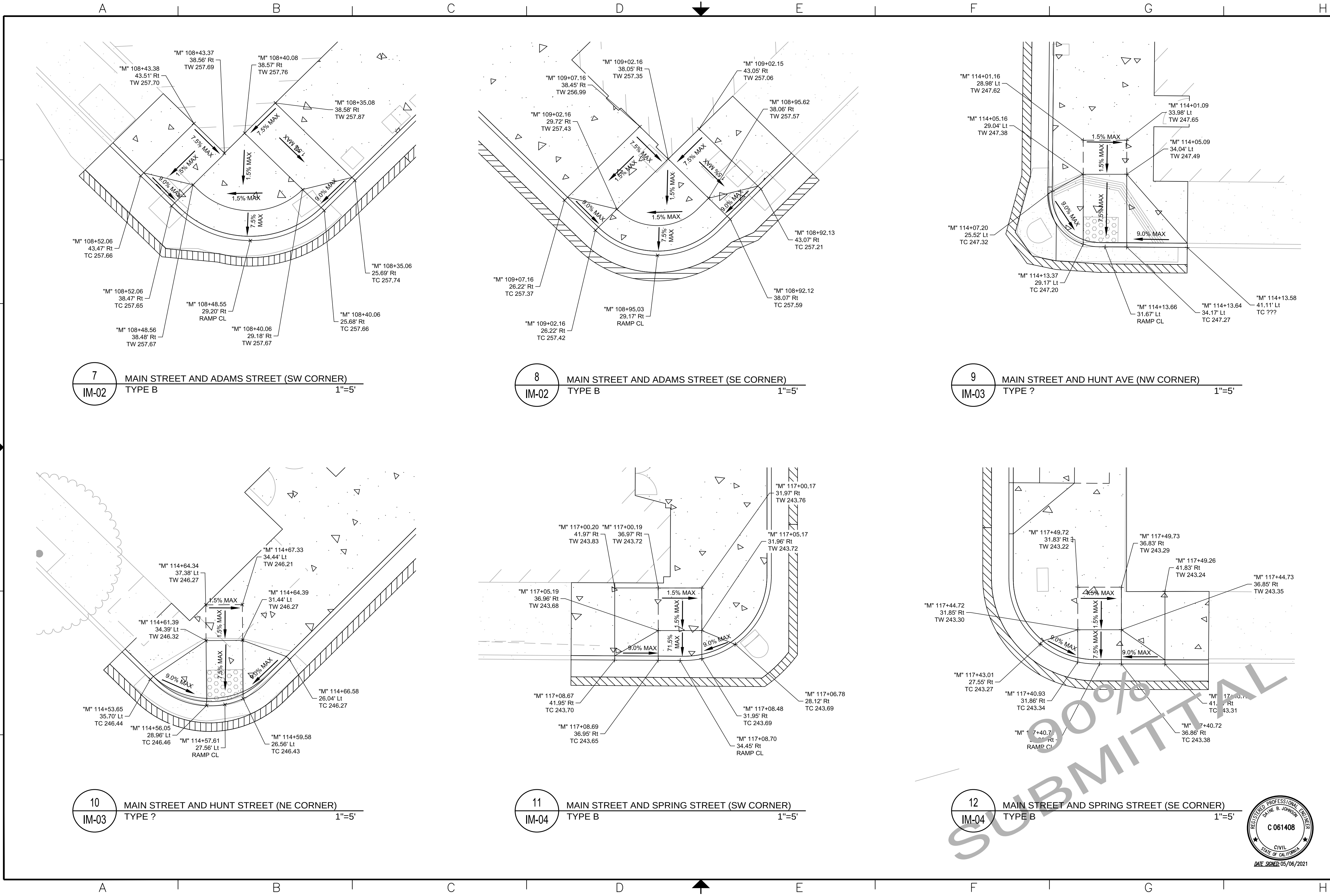


DATE: JANUARY 2020 DESIGNED BY: WC DRAWN BY: WC CHECKED BY: DBJ
PROJECT NO. C20-01
BKF100+ YEARS ENGINEERS - SURVEYORS - PLANNERS
CITY OF ST. HELENA PUBLIC WORKS 1572 Railroad Avenue, St. Helena, California, 94574 PH: 707-988-2888
MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT IMPROVEMENT PLAN
SHEET IM.04
26 OF 75



SUBMITTAL

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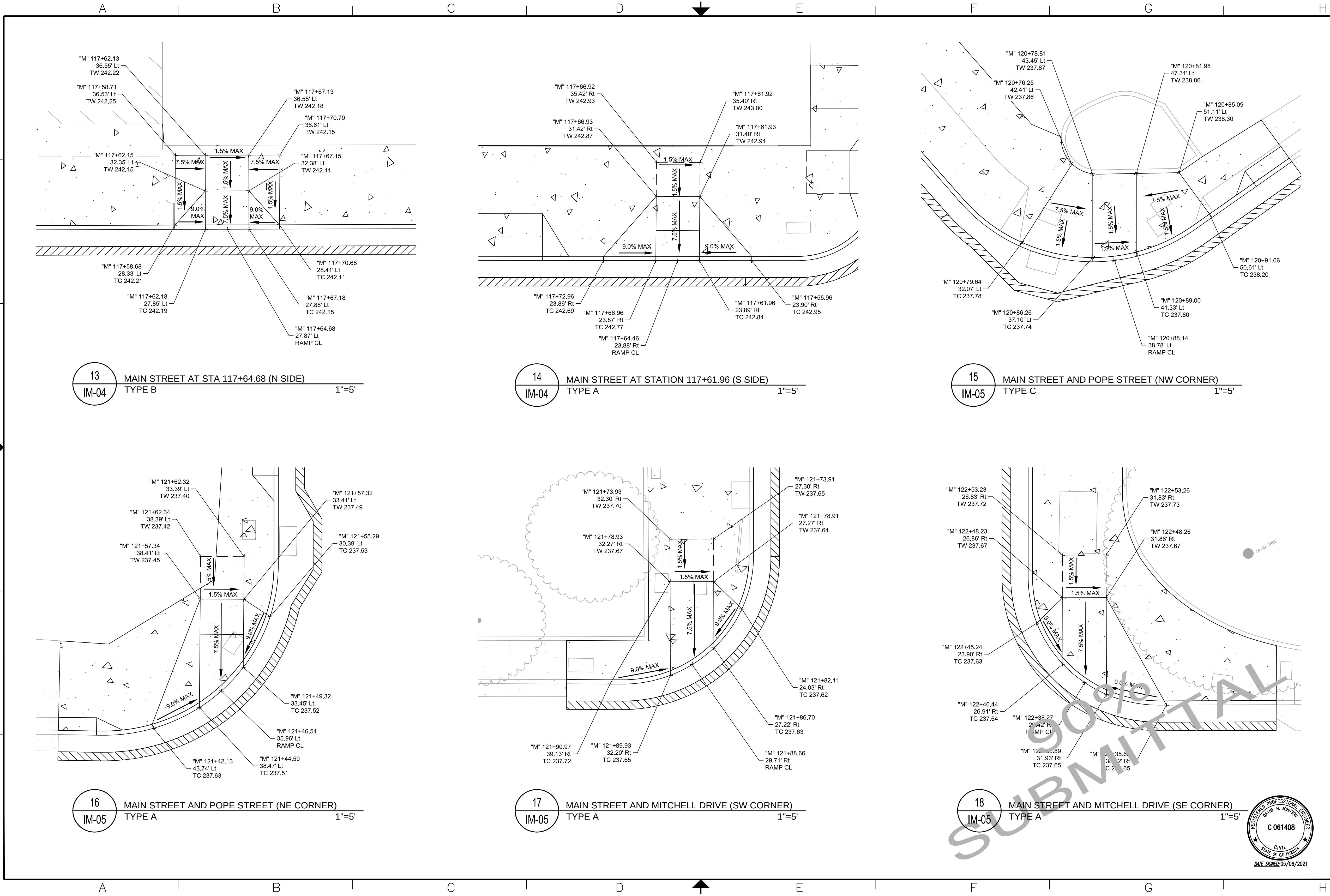


DATE: JANUARY 2020 DESIGNED BY: WC DRAWN BY: WC CHECKED BY: DBJ	PROJECT NO. C20-01	BKF100+ YEARS ENGINEERS SURVEYORS PLANNERS
CITY OF ST. HELENA PUBLIC WORKS 1572 Railroad Avenue, St. Helena, California, 94574 PH. 707-968-2658		
MAIN STREET PEDESTRIAN IMPROVEMENT PROJECT CURB RAMP ENLARGEMENTS		
SHEET EN-02 29 OF 75		



SUBMITTAL

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DATE: JANUARY 2020 DESIGNED BY: WC DRAWN BY: WC CHECKED BY: DBJ
PROJECT NO. C20-01
BKF100+ YEARS ENGINEERS SURVEYORS PLANNERS
CITY OF ST. HELENA PUBLIC WORKS 1572 Railroad Avenue, St. Helena, California, 94574 PH: 707-988-2688
MAIN STREET PEDESTRIAN IMPROVEMENT PROJECT CURB RAMP ENLARGEMENTS
SHEET EN-03 30 OF 75



Cindy Tzaopoulos

From: Chris Fowler <chris@alanssainthelena.com>
Sent: Tuesday, September 13, 2022 3:55 PM
To: Public Comment
Subject: [External] September 13 CC Meeting, Item 10.2

Good Afternoon Mayor and Council,

I would like to weigh in on Item 10.2; specifically to crosswalk placement. I would strongly advocate for the cross-Main Street crosswalks at both Hunt and Spring be relocated to the North sides of the intersections (Option 3). I realize that there are some logistics to overcome and work around, but as someone who uses these crosswalks, generally speaking on a daily basis, it would ease both pedestrians crossing Main Street, as well as vehicles that are both turning onto and from Spring and Hunt streets. The crosswalks, as they lie now, are just awkward for both vehicles and pedestrians.

And, while we are talking about Main Street crossings and safety, Something more needs to be done with the Main & Charter Oak crosswalk. In the best of conditions, this crosswalk is a hazard for pedestrians. When the sun is setting, and into darkness, this crosswalk is horrible. When we lived behind Gott's for a couple years, we would cross here, often, to go to or from my parents house. There is simply not enough signage for vehicles coming from either direction, and while the flashing crosswalk lights are of some help, it is not enough. I also realize some or much of this falls within CalTrans perview.

In regards to the cost of the Option 3 improvements, it seems a trivial sum considering how much use these crosswalks get.

I am glad to see some movement being made by the powers that be in improving safety for these crossings; thank you.

Best,

Chris Fowler

Alan's St. Helena
1310 Oak Avenue
Saint Helena, CA 94574

707.963.9294
Chris@AlansSaintHelena.com