



REGULAR MEETING

**JOINT SAND CITY COUNCIL AND
SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY**

TUESDAY, MAY 2, 2023

5:30 PM

AGENDA
JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT
AGENCY

Regular Meeting - Tuesday, May 2, 2023
5:30 PM

THIS MEETING WILL BE HELD VIRTUALLY AND IN PERSON, IS COMPLIANT WITH ASSEMBLY BILL (“AB”) 2449, SIGNED INTO LAW ON SEPTEMBER 13, 2022, WHICH AMENDS GOVERNMENT CODE SECTION 54953 TO PROVIDE AUTHORITY FOR PUBLIC AGENCIES TO CONTINUE TO HOLD VIRTUAL MEETINGS AND REMAIN IN COMPLIANCE WITH THE BROWN ACT (GOV. CODE §§ 54950 ET SEQ.).

TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:
<https://us02web.zoom.us/j/4614728829>

Meeting ID: 461 472 8829

To participate telephonically by calling the number below:
(669) 900-6833

Meeting ID: 461 472 8829#

If prompted to enter a participant ID, press #

TO PARTICIPATE IN PERSON:
City Hall Council Chambers
1 Pendergrass Way
Sand City, CA

How to submit written Public Comments:

If any member of the public would like to provide written comments at the meeting, please do as set forth below.

Written: All comments received before 8:00 am the day of the meeting will be posted on the City’s website as “Correspondence” under the relevant agenda item and provided to the City Council members at the meeting. Please email your comments to: cityclerk@sandcityca.org.

Read Aloud During the Meeting: Email your comments to cityclerk@sandcityca.org. When the Mayor opens the public comment period for the relevant agenda item; please indicate the agenda item and title in your email subject line. If you want your comment read aloud, prominently write “Read Aloud at Meeting” at the top of the email and your comments will be read into the record (not to exceed three minutes at staff’s cadence).

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the

Brown Act at the number provided above. Please use the "raise your hand" option on Zoom, and the City Clerk will call on your name.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. SWEARING IN OF COUNCILMEMBER MARILEE DIAZ

5. ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY MANAGER

6. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency.

The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

7. CONSENT CALENDAR

The Consent Agenda consists of routine items for which City Council approval can be taken with a single motion and vote. A Council member may request that any item be placed on the Regular Agenda for separate consideration.

- 7A. Approve a Resolution Required by CALPERS Regarding Health Care Benefits for POA Members and Annuitants

[Staff Report](#)

[Resolution](#)

8. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

9. PRESENTATION

10. PUBLIC HEARING

11. NEW BUSINESS

- 11A. Amendment to Contract with EMC Planning for General Planning Services and Biological Construction Monitoring on West Bay Street Coastal Access Repair Project

[Staff Report](#)

[Resolution](#)

[2nd Amendment Agreement.pdf](#)

- 11B. Approve a Resolution Adopting a Memorandum of Understanding with the Sand

City Police Officer's Association and Authorizing the Appropriation of Funds
[Staff Report](#)
[Resolution](#)
[Draft POA MOU](#)
[POA MOU Redlined Version](#)

- 11C. Approve a Resolution Ratifying an Employment Agreement for Chief of Police
[Staff Report](#)
[Resume for David Honda](#)
[Resolution](#)
[Draft Agreement](#)
- 11D. Approve a Resolution Authorizing the City Manager to Purchase Automated Camera System and Appropriate Funds
[Staff Report](#)
[Quote](#)
[Resolution](#)

12. CLOSED SESSION

- 12A. City Council/Successor Agency Board to Adjourn to Closed Session Regarding Public Employee Performance Evaluation (Government Code §54957) Title: City Manager Performance Evaluation
- 12B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with California Government Code section 54957.1

13. ADJOURNMENT

The current agenda is available in PDF format on our website at:
www.sandcity.org

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at 1 Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

**AGENDA ITEM
7A.**

**Approve a Resolution Required by
CALPERS Regarding Health Care Benefits
for POA Members and Annuitants**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager; Adam Lindgren, City Attorney
SUBJECT: Resolution Required by CALPERS Regarding Health Care Benefits for POA Members and Annuitants
DATE: May 2, 2023

DISCUSSION:

The City of Sand City provides health care benefits to employees and annuitants under the Public Employees' Medical and Hospital Care Act (PEMHCA), which is administered by the California Public Employees' Retirement System (CalPERS). On May 2, 2023, the City Council will consider for approval a Memorandum of Understanding (MOU) for the Sand City Police Officer's Association (POA). One of the terms of that MOU is a change in the health benefit contribution for current POA members. In order to structure the benefit to carry out the intent of the MOU, the City must file a resolution with CalPERS to change the monthly employer health contribution paid directly to CalPERS. Contracting agencies may change their employer contribution anytime in the contracting year. A change resolution becomes effective on the first day of the second month in which the resolution is filed and received by CalPERS.

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

FISCAL IMPACT:

While the approval of the MOU has a fiscal impact on the City's budget, the approval of this resolution will not in itself have a fiscal impact.

RECOMMENDATION:

Staff recommends the approval of the attached Resolution in order for the City to be in compliance with PEMHCA requirements and carry out the intent of the MOU.

ATTACHMENTS:

Resolution

RESOLUTION NO. 23-____
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) City of Sand City is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Current Employees	100% self, not to exceed \$1,055.10	100% self + 50% one dependent, not to exceed \$1,582.65	100% self + 50% one dependent, not to exceed \$1,582.65
002 Optional Members	100% self, not to exceed \$1,055.10	100% self, not to exceed \$1,055.10	100% self, not to exceed \$1,055.10
003 Peace Officers Association	PEMHCA Minimum	PEMHCA Minimum	PEMHCA Minimum

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) City of Sand City has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of City of Sand City shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Sand City would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk, Kerry Lindstrom to file with the Board a verified copy of this resolution, and to perform on behalf of City of Sand City all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on July 1, 2023.

Adopted at a regular meeting of the City of Sand City at Sand City, California, this 2nd day of May, 2023.

Signed: _____
Mary Ann Carbone, Mayor

Attest: _____
Kerry Lindstrom, City Clerk

**AGENDA ITEM
11A.**

**Amendment to Contract with EMC
Planning for General Planning Services and
Biological Construction Monitoring on
West Bay Street Coastal Access Repair
Project**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager; Leon Gomez, City Engineer
SUBJECT: Second Amendment to Contract with EMC Planning for General Planning Services and Biological Construction Monitoring on West Bay Street Coastal Access Repair Project
DATE: May 2, 2023

STAFF RECOMMENDATION:

Authorize the City Manager to execute a second amendment to the contract with EMC Planning Group, Inc. (EMC) in an amount not to exceed \$75,000 to ensure its general planning services are funded through the end of the fiscal year 22-23, and to ensure funds are available for biological construction monitoring on the West Bay Street Coastal Access Repair Project.

DISCUSSION:

General Planning Services

For over 40 years, EMC Planning Group, Inc. (EMC) has provided responsive and high-quality planning related services with locally accessible staff and office location to the City of Sand City (the "City") to augment the limited in-house staff resources within the City's Community Development and Planning Departments.

Upon the sudden and unexpected retirement of the prior in-house planning staff, the City found it economically efficient to continue to utilize EMC's services in an expanded capacity to provide its in-house planning needs to meet the land management/use compliance standards of California and the demands of development and land use entitlement processing. EMC's planners Stuart Poulter, Zane Mortensen, and Matt Papurello have provided the City with an exceptionally high level of service since the retirement of the prior City Planner.

To step in and fill the sudden vacancy, on February 7, 2023, the Council amended EMC's existing contract amount to at a total not to exceed \$65,000 for general planning services (Res No. 23-09). In light of expenditures to date and expectations of future planning needs, Staff has determined that an additional \$40,000 is necessary for general planning services through the end of the fiscal year.

West Bay Street Coastal Access Repair Project - biological monitoring

In addition, on November 15, 2023 Council awarded a contract to Monterey Peninsula Engineering (MPE) to construct the West Bay Street Coastal Access Repair Project (the

“Project”) which involves repairing a concrete observation platform and expanding a storm drain infiltration system at the end of West Bay Street (the “Project”) (SC Res. 22-82).

The completion of this Project requires that a qualified biologist perform certain monitoring and pre-construction activities including conducting surveys related to nesting snowy plovers, western burrowing owls, the California legless lizard and Smith’s blue butterfly, as well as the implementation of a worker awareness program to inform workers of the sensitive biological resources and measure to be implemented during construction.

To meet that need, the City Engineer obtained two proposals from qualified planning firms to conduct these activities and chose EMC due to its financially more competitive proposal. The initial proposal amounts were as follows:

Denise Duffy & Assoc. \$ 52,556;
EMC: \$49,410

Staff has subsequently worked with MPE to shorten the construction window to 50 days in order to lower the cost of services required for biological monitoring during the actual construction. The shortening of days required for construction allowed for a drop in price for biological monitoring to \$34,955. EMC’s revised proposal is attached to the agreement as **Attachment 1**.

PERMIT COMPLIANCE/CEQA:

The West Bay Street Coastal Access Repair Project is proposed within an area known to support sensitive biological resources, including special-status species. The EMC Planning Group proposal includes a scope and budget to comply with the biological measures contained in the Right of Entry Permit, Monterey District, Monterey State Beach, Coastal Access, Repair Project, West Bay Street, City of Sand City, CA (California Department of Parks and Recreation 2022), Coastal Development Permit A-3-SNC-05-010 (“CDP”, California Coastal Commission 2008), and the Draft and Final Environmental Impact Reports, Sand City Water Supply Project (Sand City 2004). Tasks include preconstruction surveys, worker training, exclusion fencing, daily construction monitoring, and reporting.

FISCAL IMPACT:

The amendment will add an additional \$75,000 to the existing contract with EMC, bringing the total contract amount to \$140,000. Funding for this contract amendment in an amount not to exceed \$75,000 will come from funds already budgeted for contingencies related to the West bay Project and the current planning department budgets. Any additional funds, if needed, will come from the General Fund balance available as a result of last fiscal year’s operating surplus.

ATTACHMENTS:

Attachment 1: Proposal for biological monitoring
Resolution

**CITY OF SAND CITY
RESOLUTION SC - _____, 2023**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING
A SECOND AMENDMENT TO THE AGREEMENT WITH EMC PLANNING GROUP,
INC. FOR PROFESSIONAL SERVICES FOR THE REMAINDER OF THE FISCAL
YEAR 2022-2023**

WHEREAS, for over 40 years, EMC Planning Group, Inc. (EMC) has provided responsive and quality planning related services with locally accessible staff and office location for the City of Sand City (the "City") to augment the limited in-house staff resources within the City's Community Development and Planning Departments; and

WHEREAS, upon the sudden and unexpected retirement of the prior in-house planning staff, the City found it efficient to continue to utilize EMC's services to provide its in-house planning needs to meet the land management/use compliance standards of California and the demands of development and land use entitlement processing; and

WHEREAS, the term of the current service agreement and the first amendment thereto was executed for a period commencing July 1, 2022 through to and end of June 30, 2023 at a cost not to exceed \$65,000; and

WHEREAS, the additional EMC services necessary to address Planning Department needs in City Hall as well as the requisite biological monitoring and preconstruction surveys on the West Bay Coastal Access repair project will require an additional budget allocation in the amount of \$75,000 added to the current budget allocation for Fiscal Year 2022-23; and

WHEREAS, the City will continue to be invoiced at the hourly rates set forth in the EMC fee schedule as provided in the Agreement; and

WHEREAS, EMC will maintain a current City business license during the term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sand City to hereby direct the City Manager to execute a Second Amendment to the Agreement for Planning Department related consulting services with EMC Planning Group, Inc. in an amount not to exceed \$140,000 for fiscal year 22-23.

PASSED AND ADOPTED, by the City Council of Sand City, this 2nd day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

DATED: _____

Mary Ann Carbone, Mayor

Kerry Lindstrom, City Clerk

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH EMC PLANNING GROUP, INC

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), dated May ___, 2023, amending that certain PROFESSIONAL SERVICES AGREEMENT ("PSA") entered into on April 30, 2022 by and between the City of Sand City, a California municipal corporation (the "City") and EMC Planning Group, Inc. ("Consultant"), and amended by resolution no. 23-09 on February 7, 2023. The City and the Consultant are each referred to herein as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Parties desire to amend the payment term of the PSA.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.

"Section II Services" is revised in its entirety as follows:

II. SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Work in Exhibit A, attached to the original agreement (Res. No 22-34) and the biological services set forth in the proposal for the West Bay repair project attached to this Agreement as **Attachment 1** both of which are incorporated herein as though set forth in full (combined, "Exhibits"). To the extent that the Exhibits are a proposal from CONSULTANT, such proposals are incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. Unless otherwise explicitly stated in the Exhibits, CONSULTANT shall at its sole cost and expense furnish all facilities and equipment which may be required for completing the tasks set forth in the Exhibits. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, this Agreement shall prevail.

Section 2.

Section "VI. Payment" is revised in its entirety as follows:

"A. The City agrees to pay CONSULTANT monthly for services performed and reimbursable costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent

on the above tasks. This amount shall not exceed an annual amount of One hundred and forty thousand dollars (\$140,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Except as specifically authorized by City in writing, CONSULTANT shall not bill CITY for duplicative services performed by more than one person. Fees for work performed by CONSULTANT on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include a task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement. For each work item and task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice. In no event shall CONSULTANT submit an invoice for an amount in excess of the maximum amount of compensation provided above for either a task or the entire Agreement, unless the Agreement is properly modified in writing prior to the submission of such an invoice."

Section 2. Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the PSA remain unchanged and in full force and effect. In the event there is a conflict between the terms and provisions of this Amendment and the PSA as originally executed, the terms and provisions of this Amendment shall control.

Section 3. **General Provisions.**

This Amendment may be executed in separate counterparts, which together shall be fully effective as an original and together constitute one and the same instrument. Facsimile signatures appearing hereon shall be deemed originals. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY

City of Sand City

By: _____
Vibeke Norgaard
City Manager

CONSULTANT

EMC Planning Group, Inc

By: _____
Michael Groves
Senior Principle



Planning for Success.

February 24, 2023
Revised April 10, 2023

Vibeke Norgaard
City of Sand City
vibeke@sandcityca.org

**Re: Proposal for Biological Surveys and Construction Monitoring
West Bay Street Coastal Access Repair Project, Sand City**

Dear Vibeke,

Thank you for requesting a scope of work for biological construction compliance services for the West Bay Street Coastal Access Repair Project in Sand City. It is our understanding that the proposed project includes repairing a concrete observation platform, wood boardwalks, asphalt pavement, posts, and signs at the end of West Bay Street and repairs to a stormwater infiltration system damaged during previous winter storms.

The following documents contain biological protection measures pertinent to the proposed project:

- *Right of Entry Permit, Monterey District, Monterey State Beach, Coastal Access Repair Project, West Bay Street, City of Sand City, CA ("ROE Permit", California Department of Parks and Recreation 2022)*
- *Coastal Development Permit A-3-SNC-05-010 ("CDP", California Coastal Commission 2008)*
- *Draft and Final Environmental Impact Reports, Sand City Water Supply Project (Sand City 2004)*

SCOPE OF WORK

Task 1 Project Administration and Communication

EMC Planning Group will conduct necessary project management and administration tasks, and coordinate with the construction team/city as needed.

Task 2 Submittal of Biologist Qualifications

In compliance with ROE Permit condition 14 (page 3), prior to preconstruction surveys or monitoring activities, EMC Planning Group will submit qualifications of the project team biologists for State Parks approval.

Schedule: Upon contract authorization

Task 3 Preconstruction Surveys for Western Snowy Plover, Western Burrowing Owl and Protected Nesting Birds

Within one week prior to construction, EMC Planning Group will conduct surveys for nesting western snowy plover, western burrowing owl, and protected birds within 500 feet of the proposed project. If an active nest is identified, an exclusion area will be flagged or fenced around the nest. No work will be allowed within the exclusion area. The buffer size around the nest will be determined depending on the species, location of the nest, and distance from project activities. Monitoring of the nest will be required until the young have fledged (have left the nest and are feeding independently) and work restrictions can be removed.

Schedule: One week prior to project activities, two (2) site visits

Task 4 Preconstruction Surveys for California Legless Lizard

Per CDP 14g, surveys for California legless lizard will occur no more than 24 hours prior to the commencement of construction. EMC Planning Group will implement the same *California Legless Lizard Capture, Storage, and Relocation Plan* that was used for the Desalination Well Project (Denise Duffy and Associates 2017), which includes the following:

Methods for pre-construction surveys include a “three-pass, high grading” methodology that requires raking of the soil to locate and remove as many California legless lizards as possible.

If legless lizards are found during the first pass, an overnight period of no soil disturbance must occur before the second pass. The same requirement will be implemented after the second pass if legless lizards are located. If no California legless lizards are found during the second pass, a third pass is not required.

If California legless lizards are observed, installation of a barrier to prevent movement of legless lizards back into the construction area will be required. All captured California legless lizards would be moved to the nearby relocation site identified in the *California Legless Lizard Capture, Storage, and Relocation Plan*.

Schedule: Prior to project activities, last survey within 24 hours prior to ground disturbance, three (3) site visits

Task 5 Smith's Blue Butterfly Surveys and Exclusion Fencing

No more than one week prior to construction, the project site will be surveyed for host plants for the federally listed Smith's blue butterfly (coast and dune buckwheat). If found, an EMC Planning Group biologist will work with construction personnel to create exclusion areas and oversee the installation of exclusion fencing and flagging. Per CDP 4e, construction shall not occur in areas adjacent to host plants between June and September.

Schedule: Within one week prior to project activities, one (1) site visit

Task 6 Worker Awareness Program

To comply with CDP 10 (page 9), an EMC Planning Group biologist will develop and implement a worker environmental awareness program (WEAP) to inform workers of sensitive biological resources in the area, the potential presence of special-status species and their protected status, work boundaries, and measures to be implemented to avoid loss of these species during construction.

This task includes preparation of program materials and two (2) "tailgate" meetings to train workers on the site. A log documenting completion of the training will be maintained and submitted to the city and State Parks with a copy of the education materials to document compliance.

Schedule: Immediately prior to project activities, 2 site visits

Task 7 Construction Monitoring

Work activities are proposed within the immediate vicinity of habitat for the federally listed western snowy plover. Western snowy plover nests along the beach from March 1 to approximately September 15, and impacts causing disturbance (“take”) of this species require Incidental Take Authorization from the U.S. Fish and Wildlife Service, a time consuming and costly process. In compliance with ROE Permit condition 14 (pages 3 and 4), full-time construction monitoring will be necessary to avoid take of western snowy plover.

The current project schedule indicates all construction activities occurring between March 1 and late September. These activities will therefore require full-time biological monitoring for the proposed construction period. Clearance surveys will be conducted prior to the start of work each day, and monitoring during all activities will be conducted to determine if special-status species move into the area. As necessary, EMC Planning Group biologists may halt work or create exclusion areas to protect special-status species.

Schedule: During project activities, 25 daily visits

Task 8 Reporting

Prior to the start of construction activities, the following results will be reported to the city and/or State Parks in one or more letter reports:

- Preconstruction survey results for nesting western snowy plover, western burrowing owl, and protected birds.
- Preconstruction survey results for California legless lizard and the location(s) of exclusion barriers, if needed.
- Preconstruction survey results for Smith’s blue butterfly host plants and the location(s) of exclusion fencing, if needed.
- Documentation of the completion of preconstruction Worker Awareness Program training.

During construction, EMC Planning Group and the designated construction monitor (project foreman) will maintain a daily log to document wildlife observations, trash removal and storage compliance, and fencing conditions.

A final project report will be prepared after the work is completed.

Assumptions

The following assumptions were considered in the above scope of work. If the tasks described above require additional work beyond what was described, a contract amendment may be required.

1. The project duration is fifty days and full time monitoring would be required for 25 days. If additional survey days are needed, a contract amendment would be required.
2. Special-status plant surveys for Monterey spineflower, sand gilia, coast wallflower and Monterey Indian paintbrush per CDP condition 4b are not required.
3. If snowy plover or other protected bird nests are observed, a monitoring plan will need to be prepared and implemented.

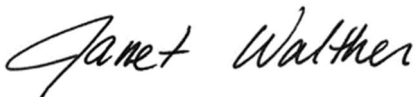
Biological Team

The following biologists would administer and perform the tasks listed above. A budget spreadsheet is included in Attachment 1.

- Janet Walther, Principal Biologist (\$150 per hour)
- Patrick Furtado, Senior Construction Monitor/Senior Biologist (\$130 per hour)
- Inger-Marie Laursen, Associate Construction Monitor/Wildlife Biologist (\$120 per hour)

We hope this proposal meets your needs at this time. If you have any questions, please contact Janet Walther at walther@emcplanning.com.

Sincerely,



Janet Walther, MS
Principal Biologist

Attachments: Attachment 1. Budget Spreadsheet

Proposal for Biological Surveys and Construction Monitoring West Bay Street Coastal Access Repair Project, Sand City								
Task	EMC Planning Group Inc.							
Staff	Senior Principal	Principal Biologist (Const.)	Senior Const. Monit.	Associate Const. Monit.	Graphics	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$275.00	\$150.00	\$130.00	\$120.00	\$105.00	\$115.00		
Task 1 Project Administration and Communication	2.0	2.0	0.0	2.0	0.0	1.0	7.0	\$1,205.00
Task 2 Submittal of Biologist Qualifications	0.0	0.0	2.0	0.0	0.0	0.0	2.0	\$260.00
Task 3 Preconstruction Surveys for Protected Nesting Birds (2 site visits)	0.0	0.0	0.0	10.0	0.0	0.0	10.0	\$1,200.00
Task 4 Preconstruction Surveys for California Legless Lizard (3 site visits)	0.0	0.0	15.0	15.0	0.0	0.0	30.0	\$3,750.00
Task 5 Smith's Blue Butterfly Surveys and Exclusion Fencing (1 site visit)	0.0	0.0	4.0	0.0	0.0	0.0	4.0	\$520.00
Task 6 Worker Awareness Program	0.0	0.0	2.0	4.0	1.0	0.0	7.0	\$845.00
Taks 7 Construction During the Nesting Season (25 site visits)	0.0	2.0	0.0	200.0	0.0	0.0	202.0	\$24,300.00
Task 8 Reporting	0.0	2.0	0.0	16.0	2.0	1.0	21.0	\$2,545.00
Subtotal (Hours)	2.0	6.0	23.0	247.0	3.0	2.0	Total Hours	Total Cost
Subtotal (Cost)	\$550.00	\$900.00	\$2,990.00	\$29,640.00	\$315.00	\$230.00	283.0	\$34,625.00

Additional Costs	
Production Costs	\$0.00
Travel Costs	\$200.00
Postal/Deliverables	\$0.00
Miscellaneous (flagging, materials)	\$100.00
Administrative Overhead 10%	\$30.00
Total	\$330.00

Total Costs	\$34,955.00
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NOTE: This proposal is valid for 90 days

**AGENDA ITEM
11B.**

**Approve a Resolution Adopting a
Memorandum of Understanding with the
Sand City Police Officer's Association and
Authorizing the Appropriation of Funds**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager
DATE: April 24, 2020 (**For the May 2, 2023** City Council meeting)
SUBJECT: Approving a Memorandum of Understanding with the Sand City Police Officer's Association and Authorizing the Appropriation of Funds

Recommendation:

Staff recommends that the City Council approve the Memorandum of Understanding with the POA, attached as **Exhibit A**

Background/Analysis:

The City Manager has met and conferred with the Sand City Police Officers Association (POA). Consistent with the City Council's guidance, an agreement has been reached and ratified by the POA. A draft of the revised Memorandum of Understanding (MOU) is attached to this staff report as **Exhibit A**.

Following are the highlights of the draft Memorandum of Understanding (MOU):

- The term of the MOU is for two years, from July 2022 to June 30, 2024.
- The City has agreed to a salary increase of 7% effective July 2022, a 2.5% increase for officers working the swing shift, and an increase in the payment towards the health premium for families and single plus one member to match the current actual cost of the health care.

Fiscal Impact:

The total net cost to the City to implement the amended MOU over the next two years is approximately \$130,000 annually.

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378. In addition, this matter does not cause a direct or reasonably foreseeable indirect physical change on the environment. (CEQA guidelines 15061).

Attachments:

Resolution
Draft POA MOU
POA MOU Redlined Version

**CITY OF SAND CITY
RESOLUTION SC ___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH
THE SAND CITY POLICE OFFICERS' ASSOCIATION**

WHEREAS, the City of Sand City and the Sand City Police Officers' Association (POA) have met and conferred in good faith in accordance with California Government Code section 3500, et seq. (the Meyers-Milias-Brown Act); and

WHEREAS, the meetings have resulted in negotiated terms for a two-year extension of the Memorandum of Understanding (MOU) for the period July 1, 2022-June 30, 2024, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sand City that it hereby:

1. Adopts the Memorandum of Understanding with the POA in substantially the same form as that attached as **Exhibit A**, and in a form approved by the City Attorney and that the City Manager is hereby authorized to sign and agree to it.
2. Authorizes the City Manager to make any appropriate budget adjustments to allocate funds to public safety to satisfy the terms of the agreement in the fiscal year 22-23 and fiscal year 23-24 budgets.

PASSED AND ADOPTED by the City Council of the City of Sand City this 2nd day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

EXHIBIT A

Memorandum of Understanding
Between
The City of Sand City
And
The Sand City Police Officer Association
July 1, 2022 through June 30, 2024

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sand City (hereinafter "City") and representatives of the Police Officer Association (hereinafter "POA"). The City and POA recognize all members of the Sand City Police Department in the rank of Police Officer, Police Sergeant and Commander herein referred to as "employee(s)," are governed by this MOU.

Parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as required by the Meyers-Milius-Brown Act (Government Code sections 3500-3510) and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein. In the event of a conflict between this MOU and the Personnel Manual the language of the MOU shall govern.

The purpose of this Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Sand City for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

The Police Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Police Officer, Police Sergeant, and Police Commander.

1. Term: July 1, 2022 through June 30, 2024
2. Full Understanding, Modification, Waiver

2.1. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained herein are hereby superseded or terminated in their entirety.

2.2. It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, until a reasonable period prior to June 30, 2024.

2.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved by the City Council and, if required, ratified by the membership of the Association.

2.4. The waiver of any breach, of any term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

2.5. Emergency. Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. Emergency shall mean the actual threatened existence and conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war. However, the City shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

3. Severability of Provisions

3.1. In the event that a provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and effect.

4. Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any basis prohibited by state or federal law. This section, and MOU, are subject to all current and future state and federal laws and regulations.

4.1. Complaints asserting violation of Article 4 of this MOU may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided for in section 4.2.

4.2. The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the POA or because of any authorized activity on behalf of the POA, or because of the exercise of rights under this MOU.

5. Americans with Disabilities Act (ADA)

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities

from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable accommodations to remove the barriers. The parties recognize that the City may be required to make accommodations that are contrary to the language or intent of existing provisions of this MOU.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

6. Wages

6.1. Effective in the first full pay period of July 2022, a 7% salary increase will be provided to all bargaining unit members.

7. Longevity Pay

7.1. Bargaining unit employees who have worked for the City, or in a sworn police officer position in another California City for at least seven (7) consecutive years shall receive a 5% longevity increase.

7.2 Bargaining unit employees who have worked for the City or in a sworn police officer position in another California City for at least ten (10) consecutive years shall receive a 5% longevity increase.

8. Peace Officer Standard Training (POST) Certificate Pay

8.1. Peace Officer Standard Training (POST) Certificate Pay Shall be paid to bargaining unit members who obtain Peace Officer Standard Training (POST) certification as follows:

- o For those employees who have earned an Intermediate POST certification: 2.5% of premium pay over base salary. Effective in the first full pay period following ratification and approval of this Agreement the Intermediate POST certification shall be increased by one percent (1%) for a total of 3.5% over base salary.
- o For those employees who have earned an Advanced POST certification. 5.0% of premium pay over base salary. Effective in the first full pay period following ratification

and approval of this Agreement the Advanced POST certification shall be increased by one percent (1%) for a total of 6.0% over base salary.

POST certificate pay does not stack. Effective upon ratification and approval of this Agreement POA bargaining unit employees are no longer eligible for educational benefits under Personnel Manual section 15.5.

9. Field Training Officer (FTO)

An Officer designated as an FTO shall receive five percent (5.0%) premium pay over base salary for each shift the Officer is assigned to train a new Officer.

10. Bilingual Pay

Bilingual Pay is as addressed in the Sand City Personnel Manual, Section 5.15 (b).

11. Court / Callback Time

Court / Callback Time is as addressed in the Sand City Personnel Manual, Section 5.15 (c)

12. Uniforms and Uniform Allowance

Uniforms and Uniform Allowance provisions are as addressed in the Sand City Personnel Manual, Section 5.16.

13. Work Schedules, Overtime and Shift Differential

13.1.1 4-11 Schedule

The current 4-11 work schedule shall be continued at the discretion of the Police Chief and the City Manager. Bargaining unit employees who work the 4-11 schedule work four consecutive eleven hour days immediately followed by a consecutive four days off. Pursuant to 29 USC section 207(k) of the Fair Labor Standards Act, for purposes of FLSA overtime, the work period is eight days in length with a statutory overtime threshold of 49 hours in an eight day work period. |

13.1.2 Overtime Pay

a. The current overtime language in the Personnel Manual remains in effect through June 30, 2020.

b. Effective July 1, 2020, the overtime language in the Personnel Manual shall no longer apply to the POA and this MOU shall govern. Beginning July 1, 2020 overtime at time and a half shall

be payable any time a regular, full-time, Police Officer working the 4-11 schedule works in excess of his or her work schedule during the work period.

13.1.3 Compensatory Time Off

Members are permitted to accumulate compensatory time off in lieu of cash overtime at a rate of time and a half (1.5). No member may accumulate in excess of 480 hours of compensatory time off. Comp time shall be accumulated and approved in accordance with Departmental procedures. Employees who are at the comp time accrual cap shall be paid in cash for all overtime.

Effective July 1, 2020 the Comp Time Cap will be reduced to 300 hours. Bargaining unit employees above the cap shall be required to be under the cap no later than the last day of this contract term.

13.1.4 Shift Differential

For employees working the midnight shift (Shift 1) for at least 30 consecutive calendar days or more in a calendar year, that employee will receive a 5.0% premium pay over base salary.

Employees assigned to the swing shift for at least 30 consecutive calendar days or more in a calendar year, that employee shall receive a 2.5% differential pay over base salary for all hours worked during the shift.

14. Public Employees Retirement System (PERS):

Retirement benefits are referenced in Sand City Personnel Manual, Section 5.17. Below provides a description of the benefit for both "Classic" and "New" employee.

14.1. For "Classic Employees" as defined by PERS, hired by Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 3% at 55 Formula, highest single year.

- Contribution: Currently, the City shall contribute all of the employee and employer contribution.

14.2. For "Classic Employees" as defined by PERS, hired by a PERS agency other than Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2% at 50 Formula, highest single year.

14.2.1 Contribution: Currently, the City shall contribute all of the employee and employer contribution.

14.2.2 Effective as soon as administratively feasible on or after July 1, 2020, “classic employees” shall contribute six percent (6%) towards the employee share of the retirement contribution to CalPERS.

14.2.3 Effective as soon as administratively feasible on or after July 1 2021, “classic employees” shall contribute nine percent (9%) towards the employee share of the retirement contribution to CalPERS.

14.3. For "PEPRA Employees" as defined by PERS, hired on or after January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2.7% at 57 Formula, highest three years.

- Contribution: The City shall contribute the employer contribution, and the employee shall contribute the employee contribution.

15. Deferred Compensation

The City will match 50% of an employee's contribution (not to exceed \$100 per month by City) to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. Specifically, if an employee contributes \$200 per month, the City will provide \$100 per month, for a total of \$300 per month. If an employee contributed \$300 per month, the City will contribute \$100 per month, for a total of \$400 per month. The combined contribution between the City's and employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

16. Retiree Medical

The City contracts with the California Public Employees' Retirement System (CalPERS) for participation under the Public Employees' Medical and Hospital Care Act (Government Code Section 22750, et. Seq. ("PEMHCA")), for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute “annuitants” as defined by PEMHCA.

(a) City shall pay the employer required PEMHCA statutory minimum contribution for eligible annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA. In 2023, the PEMHCA statutory minimum is \$151.

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(b) In addition to the PEMHCA statutory minimum contribution, for annuitants hired before November 6, 2018 and the Lateral Police Officers set forth below, the City will contribute an additional amount that is equal to the difference between the City's PEMHCA statutory minimum contribution and the following amounts:

- o Family \$1582.65
- o 2-Party \$1582.65
- o Single \$1055.10

Lateral Police Officers hired by the City into a position represented by the Sand City Police Officer Association prior to October 1, 2023, who are currently employed as a sworn Peace Officer in a California city, county, state, or public agency, and who possess a California Basic POST certificate at the time of completing the employment application and who have passed their current agency's probationary period, will be eligible for the benefit set forth above.

(c) Annuitants hired on or after November 6, 2018, except the Lateral Police Officers defined above, will not be eligible for the Sand City retiree medical benefit above the PEMCHA minimum and will receive only the PEMHCA statutory minimum contribution.

17. Insurance Coverages

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, the City will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans or coverage is necessary, the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

17.1. Major Medical

The City and POA agree to continue in the Public Employees' Medical and Hospital Care Act (PEMHCA).

- The City shall pay the employer required PEMHCA statutory minimum contribution for employees enrolled in the PERS (PERS-PORAC) health plans as required by the Public Employee Medical and Hospital Care Act (PEMHCA).
- In addition to the PEMHCA statutory minimum contribution, the City will contribute an additional amount that is equal to the difference between the City's PEMHCA statutory minimum contribution and the following amounts

Family \$2,146.59

·	2-Party	\$1,651.22
·	Single	\$1055.10

17.2 Cash in Lieu: Employees who opt out of the City's medical plan and provide proof of alternate group medical insurance, will be entitled to the cash in lieu as provided below. To qualify, employees must provide proof of group coverage annually. Alternative must be acceptable by the City and compliant with the Affordable Care Act.

- No Coverage/Waiving Coverage for employees hired on or after ratification and approval: Cash in lieu shall be \$500 per month for all bargaining unit employees hired on or after June 3, 2020. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System.
- No Coverage/Waiving Coverage for employees hired before June 3, 2020 (Grandfathered Group): Cash in lieu amounts shall remain as provided in section 17.1 above. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. In the event that an employee in this group becomes covered under the City health insurance plan on or after the date of ratification and approval, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to \$500 per month.

17.3 Dental / Orthodontia

The City shall pay the full cost for full time employees and family dental insurance administered by a third-party administrator up to the annual maximums described in the plan description.

17.4 Vision Care

The City provides vision coverage for full time employees and eligible dependents. Specifics of coverage are available in the plan description.

17.5. Life Insurance

The City will provide a \$50,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each full-time employee covered by this MOU.

17.6. Long Term Disability

The City shall provide Long Term Disability Coverage to regular salaried employees working 30 or more hours per week. Coverage shall commence after 90 days of disability, and provide up to 60% of salary for up to two years. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans or coverage is necessary,

the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

18. No Smoking Policy

Pursuant to State law, smoking of tobacco products is prohibited in all enclosed City facilities including, but not limited to all buildings, out buildings and City vehicles. Only approved smoking areas may be used for such purposes.

19. Physical Fitness Incentive

The City understands the value of healthy employees, and wishes to provide the following to further Sand City employees in their fitness goals. Employees understand any fitness routine they take is on personal time.

19.1. Initiation to Fitness Center—The City will contribute one time to the initiation fees for a fitness center up to \$100.

19.2. The City will contribute \$30 per month for a single membership.

19.3. The City will contribute \$60 per month for a family membership.

19.4. In order to be eligible, employees must provide proof of their membership no later than July 15 of each year.

19.5. Physical Fitness Incentive is referenced in the Sand City Personnel Manual, Section 5.15 (d).

20. Leaves

20.1. Holidays

Holidays are listed in the Sand City Personnel Manual, Section 5.10.

Effective beginning July 1, 2020, bargaining unit employees who work holidays will be paid straight time for regular work hours worked on a holiday plus receive 8 hours of in-lieu holiday time. Bargaining unit employees who do not work a holiday because the holiday falls on their Regular Day Off (RDO) shall also receive 8 hours of in-lieu holiday time. Holiday in-lieu time must be used within the fiscal year in which it is earned or it shall be cashed out in June of each year.

Effective upon June 3, 2020 the floating holidays is eliminated.

20.2. Vacation Time Off

Vacation time off, including accrual, scheduling, pay upon separation, and holidays during vacation, are as addressed in Sand City Personnel Manual section 6.02 and as modified by this MOU. No bargaining unit member shall be permitted to accrue more than 300 hours of vacation time. An employee who reaches the accrual cap of 300 hours shall cease to earn additional vacation hours until they are under the 300 hour vacation accrual cap.

20.3. Limitations (Cap) on Accumulated Paid Time Off

Limitations (Cap) on Accumulated Paid Time Off are as • addressed in Sand City Personnel Manual section 6.13 and as modified by this MOU. Bargaining unit employees are required to be below accumulated paid time off accrual caps no later than June 30, 2022.

20.4. Sick Leave

Sick leave provisions are as addressed in Sand City Personnel Manual section 6.03 and as modified by this MOU. Employees hired on or after June 3, 2020 shall not be eligible to cash out sick leave. Bargaining unit employees hired on or before June 3, 2020 “Grandfathered Employees” shall be permitted to cash out sick leave in accordance with the Personnel Code provided that accrued sick leave hours over 400 hours are not subject to the cash out provision. Accrued sick leave balances above 400 hours may only be used as sick leave in accordance with this MOU, City rules and the law.

20.5. Various Leave Provisions

Various leaves, including Bereavement Leave, Jury Duty, Leave of Absence Without Pay, Military Leave, Medical Leave, FMLA and CFRA, Time off to Vote, Administrative Leave, and Accumulated Time Off are as addressed in Sand City Personnel Manual Sections 6.04 through 6.14.

21. Grievances

Grievances are addressed in Sand City Personnel Manual Section 7.

22. Personnel Manual

Parties recognize the City's rights as indicated in the City's Personnel Manual.

23. Future Negotiations

The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, 20224

24. Signatures

This Memorandum of Understanding sets forth the full and complete understanding of the parties hereto.

Eric Azarvand

Che Johnson

Dan Charlton

Vibeke Norgaard

Exhibit A

Redline of 2019-2022 MOU

Memorandum of Understanding

Between

The City of Sand City

And

The Sand City Police Officer Association

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

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sand City (hereinafter "City") and representatives of the Police Officer Association (hereinafter "POA"). The City and POA recognize all members of the Sand City Police Department in the rank of Police Officer, Police Sergeant and Commander herein referred to as "employee(s)," are governed by this MOU.

Parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as required by the Meyers-Milias-Brown Act (Government Code sections 3500-3510) and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein. In the event of a conflict between this MOU and the Personnel Manual the language of the MOU shall govern.

The purpose of this Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Sand City for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

The Police Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Police Officer, Police Sergeant, and Police Commander.

1. **Term:** July 1, ~~2019-2022~~ through June 30, ~~2022~~2024

2. **Full Understanding, Modification, Waiver**

2.1. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained herein are hereby superseded or terminated in their entirety.

2.2. It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein, until a reasonable period prior to June 30, ~~2024~~2024.

2.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved by the City Council and, if required, ratified by the membership of the Association.

2.4. The waiver of any breach, of any term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

2.5. **Emergency.** Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. Emergency shall mean the actual threatened existence and conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war. However, the City shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

3. **Severability of Provisions**

3.1. In the event that a provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and effect.

4. **Non-Discrimination**

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any basis prohibited by state or federal law. This section, and MOU, are subject to all current and future state and federal laws and regulations.

4.1. Complaints asserting violation of Article 4 of this MOU may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided for in section 4.2.

4.2. The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the POA or because of any authorized activity on behalf of the POA, or because of the exercise of rights under this MOU.

5. **Americans with Disabilities Act (ADA)**

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable accommodations to remove the barriers. The parties recognize that the City may be required to

make accommodations that are contrary to the language or intent of existing provisions of this MOU.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

6. Wages

6.1. Effective in the first full pay period of July 2022, a 7% salary increase will be provided to all bargaining unit members. ~~2019, employees shall receive a three percent (3.0%) salary increase.~~

~~6.2. Effective in the first full pay period of July 2020 a 6.8% salary increase will be provided to bargaining unit members.~~

~~6.3. — Effective in the first full pay period of July 2021 a 4.4% percent salary increase will be provided to bargaining unit members.~~

7. Longevity Pay

7.1. Bargaining unit employees who have worked for the City, or in a sworn police officer position in another California City for at least seven (7) consecutive years shall receive a 5% longevity increase.

7.2 Bargaining unit employees who have worked for the City or in a sworn police officer position in another California City for at least ten (10) consecutive years shall receive a 5% longevity increase.

8. Peace Officer Standard Training (POST) Certificate Pay

8.1. Peace Officer Standard Training (POST) Certificate Pay Shall be paid to bargaining unit members who obtain Peace Officer Standard Training (POST) certification as follows:

- For those employees who have earned an Intermediate POST certification: 2.5% of premium pay over base salary. Effective in the first full pay period following ratification and approval of this Agreement the Intermediate POST certification shall be increased by one percent (1%) for a total of 3.5% over base salary.

- For those employees who have earned an Advanced POST certification. 5.0% of premium pay over base salary. Effective in the first full pay period following ratification and approval of this Agreement the Advanced POST certification shall be increased by one percent (1%) for a total of 6.0% over base salary.

POST certificate pay does not stack. Effective upon ratification and approval of this Agreement POA bargaining unit employees are no longer eligible for educational benefits under Personnel Manual section 15.5.

9. **Field Training Officer (FTO)**

An Officer designated as an FTO shall receive five percent (5.0%) premium pay over base salary for each shift the Officer is assigned to train a new Officer.

10. **Bilingual Pay**

Bilingual Pay is as addressed in the Sand City Personnel Manual, Section 5.15 (b).

11. **Court / Callback Time**

Court / Callback Time is as addressed in the Sand City Personnel Manual, Section 5.15 (c)

12. **Uniforms and Uniform Allowance**

Uniforms and Uniform Allowance provisions are as addressed in the Sand City Personnel Manual, Section 5.16.

13. **Work Schedules, Overtime and Shift Differential**

13.1.1 4-11 Schedule

The current 4-11 work schedule shall be continued at the discretion of the Police Chief and the City Manager. Bargaining unit employees who work the 4-11 schedule work four consecutive eleven hour days immediately followed by a consecutive four days off. Pursuant to 29 USC section 207(k) of the Fair Labor Standards Act, for purposes of FLSA overtime, the work period is eight days in length with a statutory overtime threshold of 49 hours in a an eight day work period.]

13.1.2 Overtime Pay

a. The current overtime language in the Personnel Manual remains in effect through June 30, 2020.

b. Effective July 1, 2020, the overtime language in the Personnel Manual shall no longer apply to the POA and this MOU shall govern. Beginning July 1, 2020 overtime at time and a half shall be payable any time a regular, full-time, Police Officer working the 4-11 schedule works in excess of his or her work schedule during the work period.

13.1.3 Compensatory Time Off

Members are permitted to accumulate compensatory time off in lieu of cash overtime at a rate of time and a half (1.5). No member may accumulate in excess of 480 hours of compensatory time off. Comp time shall be accumulated and approved in accordance with Departmental procedures. Employees who are at the comp time accrual cap shall be paid in cash for all overtime.

Effective July 1, 2020 the Comp Time Cap will be reduced to 300 hours. Bargaining unit employees above the cap shall be required to be under the cap no later than the last day of this contract term.

13.1.4 Shift Differential

For employees working the midnight shift (Shift 1) for at least 30 consecutive calendar days or more in a calendar year, that employee will receive a 5.0% premium pay over base salary.

Employees assigned to the swing shift for at least 30 consecutive calendar days or more in a calendar year, that employee shall receive a 2.5% differential pay over base salary for all hours worked during the shift.

14. Public Employees Retirement System (PERS):

Retirement benefits are referenced in Sand City Personnel Manual, Section 5.17. Below provides a description of the benefit for both "Classic" and "New" employee.

14.1. For "Classic Employees" as defined by PERS, hired by Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 3% at 55 Formula, highest single year.

- Contribution: Currently, the City shall contribute all of the employee and employer contribution.

14.2. For "Classic Employees" as defined by PERS, hired by a PERS agency other than Sand City prior to January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2% at 50 Formula, highest single year.

14.2.1 Contribution: Currently, the City shall contribute all of the employee and employer contribution.

14.2.2 Effective as soon as administratively feasible on or after July 1, 2020, “classic employees” shall contribute six percent (6%) towards the employee share of the retirement contribution to CalPERS.

14.2.3 Effective as soon as administratively feasible on or after July 1 2021, “classic employees” shall contribute nine percent (9%) towards the employee share of the retirement contribution to CalPERS.

14.3. For “PEPRA Employees” as defined by PERS, hired on or after January 1, 2013, retirement benefits for employees shall be established by PERS for Local Safety Members 2.7% at 57 Formula, highest three years.

- Contribution: The City shall contribute the employer contribution, and the employee shall contribute the employee contribution.

15. Deferred Compensation

The City will match 50% of an employee's contribution (not to exceed \$100 per month by City) to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. Specifically, if an employee contributes \$200 per month, the City will provide \$100 per month, for a total of \$300 per month. If an employee contributed \$300 per month, the City will contribute \$100 per month, for a total of \$400 per month. The combined contribution between the City's and employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

16. Retiree Medical

The City contracts with the California Public Employees’ Retirement System (CalPERS) for participation under the Public Employees’ Medical and Hospital Care Act (Government Code Section 22750, et. Seq. (“PEMHCA”)), for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute “annuitants” as defined by PEMHCA.

(a) City shall pay the employer required [PEMHCA](#) statutory minimum contribution for eligible ~~employees and~~ annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA. [In 2023, the PEMHCA statutory minimum is \\$151.](#)

~~(b) In addition to the PEMHCA contribution set forth above, and consistent with the City Resolutions referenced in sections 16.1, 16.2 and 16.3 below additional benefits are provided to active employees hired prior to November 6, 2018 through the City’s Internal Revenue Code Section 125 cafeteria plan.~~

Please note that the following three resolutions provide overall framework to the program:

16.1. The City has updated this program through resolution 18-110.

16.2. Per Sand City resolution 07-99, the City formalized its Retiree Medical program noted under benefits: "Continuation of existing PERS health insurance benefit upon retirement from the City of Sand City."

16.3. Per Sand City resolution 14-25, the City further clarified its Retiree Medical program with the following language:

"The employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of he/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

- Current Employees 100% Self / 50% Dependents Basic/Supplemental, not to exceed 100% Self / 50% Dependents / Northern Region Basic / Supplemental
- Optional Members 100% Self Basic/Supplemental, not to exceed 100% Self Other Northern Region Basic / Supplemental"
- ~~Effective February 19, 2019, in order to align with Section 17.1 herein, the noted percentages shall be replaced with the following flat dollar amounts:~~

(b) ~~In addition to the PEMHCA statutory minimum contribution, for employees annuitants hired before November 6, 20018 and the Lateral Police Officers set forth below, the City will contribute an additional amount that is equal to the difference between the City's PEMHCA statutory minimum contribution and the following amounts:~~

- Family \$1582.65
- 2-Party \$1582.65
- Single \$1055.10

Lateral Police Officers hired by the City into a position represented by the Sand City Police Officer Association prior to October 1, 2023, who are currently employed as a sworn Peace Officer in a California city, county, state, or public agency, and who possess a California Basic POST certificate at the time of completing the employment application and who have passed their current agency's probationary period, will be eligible for the benefit set forth above.

16.3 (c) ~~Employees hired on or after November 6, 2018:~~

~~a. Employees Annuitants hired on or after November 6, 2018 into a classification represented by the Sand City Police Officer Association (current classifications represented are Police Officer, Police Sergeant, and Police Commander), except the Lateral Police Officers defined above, will not be eligible for the Sand City retiree medical benefit above the PEMCHA minimum as specified in section 16(a) above and will receive only the PEMHCA statutory minimum contribution, except for the following:~~

Commented [1]: This is all historical or redundant. The City is eliminating it since the cross-referencing is more complicated.

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~~Lateral Police Officers hired by Sand City into a position represented by the Sand City Police Officer Association prior to October 1, 2023. Lateral Police Officers shall be defined as those who are currently employed as a sworn Peace Officer in a California city, county, state or public agency, who possess a California Basic POST certificate at the time of completing the employment application, and who have passed their current agency's probationary period.~~

~~b. All employees hired prior to November 6, 2018 shall be eligible for the retiree medical benefit.~~

17. Insurance Coverages

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, the City will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans or coverage is necessary, the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

17.1. Major Medical

The City and POA agree to continue in the Public Employees' Medical and Hospital Care Act (PEMHCA).

- The City shall pay the employer required PEMHCA statutory minimum contribution for employees enrolled in the PERS (PERS-PORAC) health plans as required by the Public Employee Medical and Hospital Care Act (PEMHCA).
- ~~In addition to the PEMHCA statutory minimum contribution, the City will contribute an additional amount that is equal to the difference between the City's PEMHCA statutory minimum contribution and the following amounts. The City will contribute the following amounts to be used to purchase group medical benefits for the employee and or dependents through an approved PERS Health Plan Program. Any unused portions "cash back" are paid as taxable income for employees hired before ratification and approval of this Agreement. Employees hired on or after ratification and approval of this Agreement are not eligible for cash back.~~

•	Family	~~\$2,146.59~~ ~~1582.65~~
•	2-Party	~~\$1,651.22~~ ~~1582.65~~
•	Single	\$1055.10

17.2 Cash in Lieu: Employees who opt out of the City's medical plan and provide proof of alternate group medical insurance, will be entitled to the cash in lieu as provided below. To qualify, employees must provide proof of group coverage annually. Alternative must be acceptable by the City and compliant with the Affordable Care Act.

- No Coverage/Waiving Coverage for employees hired on or after ratification and approval: Cash in lieu shall be \$500 per month for all bargaining unit employees hired on or after ~~ratification and approval of the new Agreement~~ June 3, 2020. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System.
- No Coverage/Waiving Coverage for employees hired before the date of ratification and approval June 3, 2020 (Grandfathered Group): Cash in lieu amounts shall remain as provided in section 17.1 above. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. In the event that an employee in this group becomes covered under the City health insurance plan on or after the date of ratification and approval, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to \$500 per month.

17.3 Dental / Orthodontia

The City shall pay the full cost for full time employees and family dental insurance administered by a third-party administrator up to the annual maximums described in the plan description.

17.4 Vision Care

The City provides vision coverage for full time employees and eligible dependents. Specifics of coverage are available in the plan description.

17.5. Life Insurance

The City will provide a \$50,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each full-time employee covered by this MOU.

17.6. Long Term Disability

The City shall provide Long Term Disability Coverage to regular salaried employees working 30 or more hours per week. Coverage shall commence after 90 days of disability, and provide up to 60% of salary for up to two years. Employees should refer to the plan documents for a complete description of benefits, coverage, and limitations. If, during the term of this MOU, a change in insurance plans or coverage is necessary,

the City shall provide notice thirty (30) days in advance if at all possible, and, upon request, meet with the representatives of the POA.

18. No Smoking Policy

Pursuant to State law, smoking of tobacco products is prohibited in all enclosed City facilities including, but not limited to all buildings, out buildings and City vehicles. Only approved smoking areas may be used for such purposes.

19. Physical Fitness Incentive

The City understands the value of healthy employees, and wishes to provide the following to further Sand City employees in their fitness goals. Employees understand any fitness routine they take is on personal time.

19.1. Initiation to Fitness Center—The City will contribute one time to the initiation fees for a fitness center up to \$100.

19.2. The City will contribute \$30 per month for a single membership.

19.3. The City will contribute \$60 per month for a family membership.

19.4. In order to be eligible, employees must provide proof of their membership no later than July 15 of each year.

19.5. Physical Fitness Incentive is referenced in the Sand City Personnel Manual, Section 5.15 (d).

20. Leaves

20.1. Holidays

Holidays are listed in the Sand City Personnel Manual, Section 5.10.

Effective beginning July 1, 2020, bargaining unit employees who work holidays will be paid straight time for regular work hours worked on a holiday plus receive 8 hours of in-lieu holiday time. Bargaining unit employees who do not work a holiday because the holiday falls on their Regular Day Off (RDO) shall also receive 8 hours of in-lieu holiday time. Holiday in-lieu time must be used within the fiscal year in which it is earned or it shall be cashed out in June of each year.

Effective upon ~~ratification and approval of this agreement~~ June 3, 2020 the floating holidays is eliminated.

20.2. Vacation Time Off

Vacation time off, including accrual, scheduling, pay upon separation, and holidays during vacation, are as addressed in Sand City Personnel Manual section 6.02 and as modified by this MOU. No bargaining unit member shall be permitted to accrue more than 300 hours of vacation time. An employee who reaches the accrual cap of 300 hours shall cease to earn additional vacation hours until they are under the 300 hour vacation accrual cap.

20.3. Limitations (Cap) on Accumulated Paid Time Off

Limitations (Cap) on Accumulated Paid Time Off are as • addressed in Sand City Personnel Manual section 6.13 and as modified by this MOU. Bargaining unit employees are required to be below accumulated paid time off accrual caps no later than June 30, 2022.

20.4. Sick Leave

Sick leave provisions are as addressed in Sand City Personnel Manual section 6.03 and as modified by this MOU. Employees hired on or after ~~ratification and approval of this Agreement June 3, 2020~~ shall not be eligible to cash out sick leave. Bargaining unit employees hired on or before ~~ratification and approval of this Agreement June 3, 2020~~ "Grandfathered Employees" shall be permitted to cash out sick leave in accordance with the Personnel Code provided that accrued sick leave hours over 400 hours are not subject to the cash out provision. Accrued sick leave balances above 400 hours may only be used as sick leave in accordance with this MOU, City rules and the law.

20.5. Various Leave Provisions

Various leaves, including Bereavement Leave, Jury Duty, Leave of Absence Without Pay, Military Leave, Medical Leave, FMLA and CFRA, Time off to Vote, Administrative Leave, and Accumulated Time Off are as addressed in Sand City Personnel Manual Sections 6.04 through 6.14.

21. **Grievances**

Grievances are addressed in Sand City Personnel Manual Section 7.

22. **Personnel Manual**

Parties recognize the City's rights as indicated in the City's Personnel Manual.

23. **Future Negotiations**

The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, 2022⁴.

24. **Signatures**

This Memorandum of Understanding sets forth the full and complete understanding of the parties hereto.

~~Dennis Wallach~~Eric Azarvand

~~Donna Williamson~~Che Johnson

~~Larry Escobar~~Dan Charlton

Vibeke Norgaard

Jeff Bushnell

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**AGENDA ITEM
11C.**

**Approve a Resolution Ratifying an
Employment Agreement for Chief of Police**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager;
DATE: April 24, 2020 (**For the May 2, 2023** City Council meeting)
SUBJECT: Ratify Employment Agreement for Chief of Police

RECOMMENDATION:

Ratify the attached employment agreement between the City and Mr. David Honda for the position of Police Chief.

BACKGROUND/ANALYSIS:

After almost 8 years of service to the City, Chief Brian Ferrante has announced his retirement effective in June of 2023. Mr. David Honda comes highly recommended by both Chief Ferrante and his former City Manager to serve as the next Chief of Police of Sand City. The City hired Diana Bishop, a former Police Chief and Executive Recruiter at Peckham & McKenney to review his background and he passed with flying colors. The City Manager and Mr. Honda have agreed upon the terms of the attached Agreement which is brought to you to ratify.

Mr. Honda has a truly impressive breadth of professional experience. He currently serves on the California Commission on Peace Officer Standards (POST) as a law enforcement consultant where he acts as the liaison between the Commission on POST, local governments and law enforcement agencies regarding issues impacting the law enforcement profession.

Prior to that, Mr. Honda served as the Chief of Police for Watsonville for over five years, where he was instrumental in reducing crime rates by 34% through a unique collaboration between agencies and non-profits. He also established innovative programs that helped direct youth away from the criminal justice system which resulted in 48% non-recidivism. Mr. Honda started his law enforcement career in the City of San Jose, where he served for almost 26 years, rising to position of a Police Captain for the last 6 years in that City. He holds a Masters from Saint Mary's College, a bachelors from San Jose State University and has experience and certifications in emergency management. He has a long list of additional affiliations, awards, publications and honors all listed on his resume, which is attached hereto. According to his former City Manager, "you would be hard pressed to find a Chief of Police better than Dave Honda."

The Agreement negotiated with Mr. Honda is attached as Exhibit A to the resolution. Mr. Honda will begin serving as Police Chief of Sand City once Chief Ferrante officially retires in June of 2023. His official start date will be June 30, 2023. Mr. Honda will be an at-will employee with a salary of \$177,409.64 per year and a City vehicle at his

disposal. It contains a severance provision in the event Mr. Honda is terminated without cause. Mr. Honda will receive the same benefits provided to other City employees.

FISCAL IMPACT:

There is no additional fiscal impact associated with the ratification of this Agreement. The Agreement does not increase the salary or benefits provided to the Police Chief from those previously offered and established through the City's policies and salary schedule.

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378. In addition, this matter does not cause a direct or reasonably foreseeable indirect physical change on the environment. (CEQA guidelines 15061).

RECOMMENDATION:

Staff recommends that the City Council ratify the appointment of Mr. Honda as the new Chief of Police effective upon the retirement of Brian Ferrante in June of 2023.

ATTACHMENTS:

Resume for David Honda

Resolution

Draft Agreement between the City of Sand City and David Honda

CAREER OBJECTIVE

A lifelong public servant seeking to join an organization that provides vital resources, promotes community engagement, prioritizes a healthy balance of the arts, business, and environmental protection. I will leverage years of leadership experience in complex environments to ensure the safety of its employees and the community it serves.

CORE COMPETENCIES

Innovation | Strategic Thinking | Change Management | Solution Orientation | Communication | Collaboration

PROFESSIONAL EXPERIENCE

CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING (POST)

Law Enforcement Consultant II, Region 6 Manager, September 2021 – Present

- Liaison between the Commission on POST, local government, and law enforcement (LE) agencies regarding training, legislation, regulation, and issues impacting the LE profession
- Provide administrative management counseling to LE executives
- Regularly meet with county police chiefs/sheriff associations to update executives on regulatory amendments that directly impact their agency and receive input on pending legislative and regulatory actions
- Conduct investigations into regulatory violations and present findings to the Commission
- Conduct inspections regarding the implementation of policy and ensure compliance with laws and regulations focusing on the hiring and background investigations of police officer candidates
- Review and certify LE training curriculum to ensure compliance with laws and regulations
- Consult with local government, LE agencies, and community college officials in the development and administration of LE training and curriculum

CITY OF WATSONVILLE, CA

Chief of Police, April 2016 – July 2021

- Ensured the health and safety of a diverse community through relationship building and strategic partnerships
- Provided vision and direction to accomplish regional, local, and departmental goals of community safety
- Reduced overall crime rates by 34% through a holistic approach using cross agency and non-profit collaboration
- Implemented CARE program in partnerships with businesses and multiple non-profits reducing the homeless impact/mental health crisis by proactively providing services to average of 328 unhoused people per year
- Reduced the environmental impact of homeless encampments with a team approach involving regional resources and non-profit partners by removing 320 cubic yards of debris, 167 syringes, and employing unhoused people
- Prevented over 400 youth from entering the criminal justice system through an innovative pathway to success program with an 84% non-recidivism rate
- Enhanced community outreach by creating a new social media and communications platform, resulting in exponential growth by over 440% with posts gaining national attention and several reaching over 1 million
- Created a new culture of organizational pride and accountability emphasizing good character, compassion, communication, and competency with a focus on strong community relationships
- Effectively restructured the organization by auditing processes, creating a new division, re-classifying ranks, adding new positions, investing in technology, developing new procedures, and focusing on employee welfare
- Oversaw investigations, training, departmental finances, and budget planning
- Keynote speaker and justice reform advocate

CITY OF SAN JOSE, CA

October 1990 – April 2016

Police Captain, March 2010 – April 2016/ Police Lieutenant, March 2008 – March 2010

- Successfully ensured the safety of the largest division of the city by mobilizing officers and professional staff, collaborating with non-profit partners and other agencies

- Significantly reduced service calls by participating in the creation of the Responsible Landlord Engagement Initiative, bringing multi-agency services to specific areas with a 95% successful resolution rate
- Intimately involved in the Mayor's Gang Prevention Task Force working closely with non-profits on intervention and prevention programs
- Collaborated with the city council, city departments, non-government organizations, faith-based groups, corporate entities, and community groups to identify and resolve neighborhood, political, and relationship issues
- Supervised sworn and professional staff in patrol operations, specialized units, and administrative bureaus

EDUCATION/CERTIFICATIONS

- Saint Mary's College of California, CA – Master of Arts, Leadership, School of Liberal Arts, 2013
- San Jose State University, CA – Bachelor of Science, Quality Assurance, School of Industrial Technology, 1993
- Emergency Operations Center (EOC), Incident Command System (ICS) operations update course, Watsonville, CA 2019
- Executive Development Course Certification, California Commission on Peace Officer Standards and Training (POST), CA, 2017
- Senior Management Institute for Police, Police Executive Research Forum (PERF), Boston, MA, 2011
- NIMS certification, FEMA Emergency Management Institute, CA, 2010
- Emergency Management – Earthquakes, California Specialized Training Institute, California Emergency Management Agency (Cal-EMA) 2009

ADDITIONAL SKILLS AND AFFILIATIONS

- Law Enforcement Action Partnership (LEAP), speaking ambassador for justice reform, September 2020 – present
- Pajaro Valley Shelter Services (PVSS) donor/supporter, 2017 – present
- American Leadership Forum (ALF), Senior Fellow, Silicon Valley Chapter, Cohort XXVII, 2014 – present
- Pajaro Valley Prevention and Student Assistance (PVPSA), Board of Directors, May 2016 – 2021
- Santa Cruz County Criminal Justice Council (CJC) Executive Board, August 2016 – 2021
- Fresh Lifelines for Youth (FLY) speaker/volunteer/supporter, 2009 – 2021

AWARDS AND HONORS

- Heroes in Prevention Award, PVPSA, demonstrating passion for the empowerment of others and working to make their community a better place, 2021
- Richard Huerta Special Merit Award, City of San Jose PD for work establishing a youth summer program, 2016
- Commendation, City of San Jose PD for vision and commitment in establishing the inaugural Identity Theft Symposium, 2014
- RLEI Commendation, for vision and commitment establishing the Responsible Landlord Engagement Initiative and commitment to building better communities, 2014
- Pride of San Jose Award in Excellence, for work accomplished in ensuring school and neighborhood safety through the implementation of the School and Neighborhood Enforcement Program, 2009

PUBLICATIONS

- "Honor Our Fallen and Support Their Loved Ones" (2015) *The California Peace Officer*, <http://californiapeaceofficer.org/2015/04/honor-our-fallen-and-support-their-loved-ones/>
- Walter Mathews, David Honda, Gail K. Efting, Gilbert Rocha, Jeanette Cazares (2013) *Thriving in Hierarchy: Building Collaboration by Improving Communication and Relationships*. Moraga, CA: St. Mary's College
- "Officer Safety First" (2011, November) *The Vanguard*, Volume 39 (11): 26
- "We Intimidate Those Who Intimidate Others: The History of the Violent Crimes Enforcement Team" (2010, November) *The Vanguard*, Volume 38(11): 10

**CITY OF SAND CITY
RESOLUTION SC ___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY TO RATIFY AN
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SAND CITY AND DAVID
HONDA FOR THE POSITION OF CHIEF OF POLICE**

WHEREAS, Chief Brian Ferrante has announced his retirement effective in June of 2023, and Mr. David Honda comes highly recommended to serve as the next Chief of Police of Sand City; and

WHEREAS, the City hired Diana Bishop, a former Police Chief and Executive Recruiter at Peckham & McKenney to review Mr. Honda's background and found him to be a great candidate for Police Chief in Sand City; and

WHEREAS, has extensive experience in law enforcement including experience as a having served as the former Chief of Police for Watsonville; and

WHEREAS, the City Manager and Mr. Honda have negotiated an agreement attached as Exhibit A to the resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby ratify the Agreement attached as Exhibit A to this resolution and the City Manager's decision to appoint David Honda as the new Chief of Police in Sand City upon the retirement of Chief Ferrante.

PASSED AND ADOPTED by the City Council of the City of Sand City this 2nd , day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SAND CITY AND DAVID HONDA

This Employment Agreement ("Agreement") is made and entered into starting June 30, 2023, ("Effective Date"), by and between the City of Sand City ("City") a charter law city, and David Honda ("Honda"), collectively referred to as "Parties".

RECITALS

WHEREAS, City desires to employ the services of Honda as its Police Chief; and

WHEREAS, City desires to provide certain benefits, to establish certain conditions of employment, and to set working conditions for Honda; and

WHEREAS, Honda desires to accept employment as the Police Chief of City; and

WHEREAS, Honda and the City now desire to agree, in writing, to the terms and conditions of Honda's employment as the Police Chief of the City.

AGREEMENT

Now therefore, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Duties:

Starting on the Effective Date, City hereby agrees to employ Honda as Police Chief of City to perform the functions and duties as established by the City Manager, and such other legally permissible and proper duties and functions as the City Manager shall from time to time assign to him.

The provisions of this Agreement shall not be effective until Honda passes a background check administered and approved by the City Manager.

Honda shall serve at the pleasure of the City Manager, and report to and receive direction solely from the City Manager. In the event that it becomes necessary, Honda may be disciplined and/or placed on administrative leave by the City Manager. Honda shall not report to, receive direction from, or be evaluated by the City Council. Honda acknowledges that he is an at will employee of the City.

During the term of the Agreement and any extensions hereof, Honda shall not accept any outside employment of any kind or character without having first obtained the prior written approval of the City Manager.

Section 2. Term; Termination; Severance Compensation:

A. Honda agrees to remain in the exclusive employ of City until May 3rd, 2028 ("Expiration Date"),

and to neither accept other employment nor to become employed by any other employer until the expiration date of this Agreement, subject to the provisions of Subsection 2.8.

B. If Honda resigns his position as Police Chief before the expiration date of the initial or any extended term of this Agreement, then Honda shall give City no less than sixty (60) days written notice in advance. In that event, Honda shall not be entitled to the severance compensation provided for in Section 2.C.

Notwithstanding the above Honda's appointment may be terminated by the City Manager without cause at any time as provided in this Agreement.

In the event that Honda is terminated by the City before the Expiration Date, other than as specified in subsections (C) and (D) herein, the City agrees to pay Honda a lump sum cash payment of six (6) months aggregate salary and continuation of the medical and dental plan in effect at the time of termination for six (6) months, or such other payout as may be mutually agreed upon. In addition, Honda shall be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation leave. The severance rights provided in this section are subject to the restrictions in Government Code section 53260, including, without limitation, that the maximum amount of severance pay that Honda may receive shall not exceed an amount equal to the monthly base salary multiplied by the number of months left on the Agreement prior to the Expiration Date.

The severance rights provided in this section shall constitute the sole and only entitlement of Honda with respect to severance pay in the event of the termination, other than for cause. Honda expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for Honda signing and delivering to the City a general release of all claims against the City (including without limitation its former and current elected officials, employees, officer and agents), in a form acceptable to the City. Honda shall not receive any severance if such a waiver and release is not executed by Honda and delivered to the City.

C. For cause termination. Honda may be terminated by the City Manager at any time upon written notice of the termination for cause and the facts and grounds constituting cause. "Cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) willful or persistent material breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized leave, 5) conviction of a felony or misdemeanor relating to Honda's fitness to perform his assigned duties, including without limitation, offenses involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or DUI (the City may, in its discretion, place Honda on paid or unpaid administrative leave with pay until resolution of charges brought against Honda), 6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, 7) violation of the City's Municipal Code, ordinances, rules, and regulations, including but not limited to the City's Personnel Manual or Ordinances, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal economic gain, including without limitation theft of City property, 11) a pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or the policy decisions of the City Council, 12) gross misfeasance or gross malfeasance, 13) unauthorized absence from employment, and 14) improper use of City funds.

Should the City Manager terminate Honda for cause, the City shall have no obligation to pay any severance.

D. Death, Disability or Inability to Perform.

1. This Agreement shall also terminate immediately upon Honda's death or upon permanent disability of Honda or Honda becoming otherwise unable to perform the duties of Police Chief, by reason of sickness, accident, illness, injury, mental incapacity of health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act of California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.
2. Unpaid Leave of Absence. The City reserves the right to place Honda on a disability leave of absence during the Term of this Agreement if Honda suffers any physical or mental disability that would prevent him from safely performing his duties under this Agreement. The City will engage in an interactive process with Honda to identify and evaluate possible accommodations that would allow Honda to perform her duties under this Agreement. The City will provide reasonable accommodation in accordance with applicable law in the event Honda's disability renders him unable to perform the essential functions of his job. If an accommodation is identified that is reasonable and will not impose an undue hardship, the City will make the accommodation. If City is unable to make a reasonable accommodation, Honda's employment with the City will terminate, and this Agreement will terminate.

E. Six (6) months prior to the Expiration Date, Honda shall give written notice to the City if he wishes to extend this Agreement on the same terms and conditions for an additional period of time to be negotiated between the Parties. Thereafter the City Manager shall determine, within sixty (60) days, whether or not the City wishes to extend the Agreement and shall give written notice to Honda of the decision. If the City approves such an extension, the Parties shall enter into a new, or amended, agreement. If the City disapproves such extension, this Agreement shall terminate on the Expiration Date and Honda shall not be entitled to any compensation except for any vested accrued leave time.

Section 3. Salary and Compensation:

Honda shall receive an initial base salary of \$177,409.64 per year. Honda's salary will be reviewed annually and may be adjusted as determined by the City based on his performance, economic conditions, or other factors as may be determined by the City Manager.

Section 4. Performance Evaluation:

A. The City Manager shall review and evaluate the performance of Honda annually after the commencement of this Agreement. The City Manager shall provide Honda with a summary written statement of the evaluation and provide an adequate opportunity for Honda to discuss the evaluation with him or her.

B. The City Manager and Honda shall define the criteria that they determine are necessary for the proper fulfillment of Honda's duties, as outlined above, and establish goals and objectives for Honda to fulfill, including the establishment of a relative priority among the goals and objectives. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to Honda to achieve them.

Section 5. Hours of Work:

Honda shall be employed on a full-time basis and, for optimal customer service, should generally perform such work during City's normal business hours. However, it is recognized that Honda shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to establish an appropriate work schedule, with the approval of the City Manager, to meet the requirements of the position.

Section 6. Automobile Use:

City shall provide Honda with an automobile suitable for his use while performing his duties as Chief of Police in compliance with Internal Revenue Regulation Section 1.274-5 (k)(6). All vehicle use by Honda pursuant to this Agreement must comply with the City's fleet management policy and procedures, if applicable.

Section 7. Equipment

The City shall provide Honda with a bulletproof vest, uniform, uniform allowance and all other equipment provided to peace officers in Sand City.

Section 8. Vacation, Sick and Other Leave

Honda shall accrue sick leave and other leave in the same manner as other management employees of the City and shall be subject to the City's ordinances, rules and policies pertaining to all management employees with regard to accrual, use and conversion (to cash) of sick leave. Furthermore, upon the first day of full employment, Honda shall commence with a one-time bonus of twenty (20) additional hours of sick leave immediately accrued in its entirety that may be utilized upon and thereafter the first day of full employment. Honda shall accrue vacation at a rate set forth in the City Personnel Manual. In addition, Honda shall receive fifty (50) hours of administrative leave per year as set forth in the City Personnel Manual.

Section 9. Medical, Dental, Vision, Insurance and Other Benefits:

Honda shall receive the same health, dental and vision coverage and other benefits provided to other management employees of the City pursuant to the City's personnel policy.

Section 10. Holidays:

Honda is authorized to celebrate all City holidays as set forth in the personnel manual section 5.10:

Notwithstanding the holidays delineated above, Honda may be required to work on a holiday, in which case, Honda shall be granted an alternate day, equal in time in which Honda was required to report to work during the holiday, after consultation with and as approved by the City Manager.

Section 11. Retirement:

Honda shall participate in the California Public Employee Retirement System Plan, according to PEPRA conditions and guidelines, and shall receive retirement benefits at 2.7% at 57 years of age.

Section 12. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan. The City shall contribute as provided in the City Personnel Manual to Honda's Deferred Compensation Plan.

Section 13. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Honda necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefor in the annual budget.

Section 14. Professional Development:

A. City agrees to pay for travel and subsistence expenses of Honda, with the advanced written approval of the City Manager, for professional and official travel, meetings, and occasions adequate to continue the professional development of Honda and to adequately pursue necessary official functions for City, and such other national, regional, state and local governmental groups and committees thereof which Honda serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget. Honda shall not accept a leadership, executive, or other officer position in a related industry or trade group without the advance consent of the City.

B. City also agrees to pay for travel and subsistence expenses of Honda for short courses, institutes and seminars that are necessary for his professional development and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 15. Indemnification:

The City shall defend, hold harmless, and indemnify Honda against any lawsuit pursuant to the provisions and limitations of California Government Code section 825, provided such lawsuit is against Honda for acts and omissions within the course and scope of his employment.

Section 16. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Honda under any law or ordinance.

Section 17. Other Terms and Conditions Employment:

A. The City may fix other terms and conditions of employment, as it may determine from time to time relating to the performance of Honda, following consultations with him, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the Ordinances of the City, the City's enabling act or any other law.

B. It is understood and agreed by City and Honda that Honda is an at will employee of the City. As such, Honda serves at the pleasure of the City Manager. Honda is subject to the provisions of the City's Personnel Rules and Regulations, provided they do not conflict with the terms of this Agreement, in which case, this Agreement shall control.

Section 18. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal

Service, postage prepaid, addressed as follows:

TO CITY:

City Manager,

1 Pendergrass Way

Sand City, CA 93955

TO HONDA:

David Honda

(Address on file)

DRAFT

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 19. Government Code §§53243-53243.4.

Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 53243.4, was enacted to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency.

Accordingly, the parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, for the purposes of this Agreement, "abuse of office or position" shall be defined as in California Government Code Section 53243.4. Notwithstanding any other provision in this Agreement and in accordance with California Government Code Sections 3511.1, 3511.2, 53243, 53243.1 and 53243.2, the following limitations apply to City's obligations to Honda:

- In the event Honda is placed on paid leave pending an investigation, Honda shall reimburse such pay to City if he is subsequently convicted of a crime that constitutes an abuse of office or position.
- In the event City pays for Honda's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime that constitutes an abuse of office or position.
- If this contract is terminated, any cash settlement related to the termination that Honda may receive from City must be full reimbursed to City if he is subsequently convicted of a crime that constitutes an abuse of office or position.

Honda represents he has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Honda, including that Honda agrees that any cash settlement or severance related to the terms of this Agreement involving compensation for termination that Honda may receive from the City shall be fully reimbursed to the City.

Section 19. General Provisions:

A. Attorney's Fees. In the event either Party to this Agreement brings a judicial proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and related expenses and costs, including but not limited to court costs, expert witness fees and expenses, and accountant fees and expenses. Recovery of these fees and costs shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

B. Dispute Resolution. In the event of a dispute arising out of the performance of this Agreement, both Parties agree to make good faith efforts to informally resolve the dispute. If an informal settlement cannot be reached, the Parties agree to mediate any disagreements in good faith. The Parties shall split equally the costs of mediation. Should either Party determine a dispute cannot be resolved in mediation, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.

C. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Honda by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either Party, or by anyone acting on behalf of

either Party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either Party.

D. Modifications. Any modifications to this Agreement shall be effective only if in writing and signed by both of the Parties.

E. Effect of Waiver. The failure of either Party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that, or any other, term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

CITY OF SAND CITY

DAVID HONDA

Vibeke Norgaard, City Manager

David Honda

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

DRAFT

**AGENDA ITEM
11D.**

**Approve a Resolution Authorizing the City
Manager to Purchase Automated Camera
System and Appropriate Funds**



City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Chief Brian Ferrante
SUBJECT: Authorizing the City Manager to Purchase Automated Camera System and Appropriate Funds
DATE: May 2, 2023

BACKGROUND:

In November of 2022 Council was provided with a presentation on the advantages of utilizing an automated camera system to provide added security and investigative capabilities to the City. The presentation focused on the advantages of Automated License Plate Readers (ALPR) vs. Internet Protocol (IP) systems. It was staff's recommendation that ALPR systems offered the greatest advantages of the two types of cameras.

ALPR camera systems provide real time alerts to officers when they detect stolen wanted vehicles and persons, AMBER Alerts, and Silver Alerts. The systems act as a force multiplier as 70% of all crimes involve a vehicle. They provide constant surveillance for entry points to the city. They can be placed to provide constant monitoring of high crime or problem areas within the city.

As an investigative tool, the systems are capable of searching by license plate, vehicle type, time, date, etc. The software can also provide past locations a vehicle in question has been located. Officers can also identify vehicles associated to the vehicle in question.

All of the ALPR vendors that were considered offered cloud based storage, installation and maintenance of hardware, data transmission and storage. Installation included a solar powered system that requires no attached infrastructure to operate. Installation is provided by the vendor and can be completed quickly without disruption to traffic.

The vendor that was recommended by staff and chosen by Council, Flock, had the most competitive pricing. Additionally, Flock provides automatic upgrades to equipment as newer technology becomes available. Flock has numerous contracts through the region and the state with high customer satisfaction.

CEQA:

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT:

The cost of project initiation and installation for 10 cameras for the first year is \$38,000. Staff recommends that an additional 15% (\$5,700) be appropriated in FY 22-23 for any contingencies that might arise. The cost for each consecutive year is \$32,500 per year, and will be budgeted accordingly. In order to implement the project within this fiscal year, staff would require Council to authorize the transfer of \$38,000 from the excess revenue received in FY 21-22 to the 22-23 FY budget . Approving this resolution will require the appropriation of \$43,700 from the FY 21-22 operating surplus

RECOMMENDATION:

Staff recommends:

- 1) Authorizing the City Manager to purchase the Flock ALPR system at a cost not to exceed \$43,700 in FY 22-23 and arrange for the installation of the cameras system in the City, and
- 2) Appropriate \$43,700 from the FY 21-22 operating surplus for such purchase.

ATTACHMENTS:

Quote

Resolution

Flock Safety + CA - Sand City PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Egkan
kyle.egkan@flocksafety.com
7144690389

Created Date: 04/06/2023
Expiration Date: 05/06/2023
Quote Number: Q-19441
PO Number:

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices. With unlimited user licenses, your entire law enforcement agency can access the real-time investigative leads needed to increase case clearance, protect the community, and decrease crime rates.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon™ LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon™ LPR Camera	Flock Safety Falcon™ Flex	Flock Safety Falcon™ XT
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work will get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1 Sylvan Way Seaside, California 93955

Ship To: 1 Sylvan Way Seaside, California 93955

Billing Company Name: Sand City PD
Billing Contact Name: Brian Ferrante
Billing Email Address: BFerrante@sandcitypd.org
Billing Phone:

Subscription Term: 24 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$32,500.00
Flock Safety Flock OS			
FlockOS	Included	1	Included
Flock Safety LPR Products			
Falcon	Included	10	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	10	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	8	\$5,200.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00

Subtotal Year 1: \$38,000.00
Annual Recurring Subtotal: \$32,500.00
Estimated Tax: \$0.00
Contract Total: \$70,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$38,000.00
Year 2	\$32,500.00
Contract Total	\$70,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon™	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**CITY OF SAND CITY
RESOLUTION SC ___, 2023**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY AUTHORIZING THE CITY
MANAGER TO PURCHASE AUTOMATED CAMERA SYSTEM AND APPROPRIATE
FUNDS**

WHEREAS, in November of 2022 Council was provided with a presentation on the advantages of utilizing an automated camera system to provide added security and investigative capabilities to the City and it was recommended that Automated License Plate Readers (ALPR) systems offered the greatest advantages; and

WHEREAS, ALPR camera systems provide real time alerts to officers when they detect stolen wanted vehicles and persons, AMBER Alerts, and Silver Alerts, and provide constant surveillance for entry points to the city; and

WHEREAS, of the vendors reviewed, Flock Group Inc. ("Flock"), had the most competitive pricing, provides automatic upgrades to equipment as newer technology becomes available, and has numerous contracts throughout the region and the state with high customer satisfaction; and

WHEREAS, the cost of project initiation and installation for ten cameras for the first year is \$38,000 and staff recommends that an additional 15% (\$5,700) be appropriated in FY 22-23 for any contingencies that might arise, and the cost for each consecutive year is \$32,500 per year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby 1) authorize the City Manager to purchase the Flock ALPR system at a cost not to exceed \$43,700 in FY 22-23 and arrange for the installation of the camera system in Sand City, and 2) appropriate \$43,700 from the FY 21-22 operating surplus for such purchase.

PASSED AND ADOPTED by the City Council of the City of Sand City this 2nd, day of May, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary Ann Carbone, Mayor

ATTEST:

DATED: _____

Kerry Lindstrom, City Clerk

**AGENDA ITEM
12A.**

**City Council/Successor Agency Board to
Adjourn to Closed Session Regarding
Public Employee Performance Evaluation
(Government Code §54957) Title: City
Manager Performance Evaluation**

**AGENDA ITEM
12B.**

**Re-adjourn to Open Session to report any
action taken at the conclusion of Closed
Session in accordance with California
Government Code section 54957.1**