



AGENDA

REGULAR MEETING

* * *

CLAYTON CITY COUNCIL

* * *

TUESDAY, July 7, 2015

5:45 P.M.

and

7:00 P.M.

*Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517*

Mayor: David T. Shuey
Vice Mayor: Howard Geller

Council Members

Jim Diaz
Keith Haydon
Julie K. Pierce

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail and on the City's Website at least 72 hours prior to the Council meeting.
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.ci.clayton.ca.us
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours.
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7304.

*** CITY COUNCIL ***

July 7, 2015

5:45 P.M.

1. **CALL TO ORDER AND ROLL CALL** – Mayor Shuey.

2. **COUNCIL INTERVIEW OF PLANNING COMMISSION APPLICANTS**

Three (3) candidates to be interviewed individually for two appointed offices with terms expiring on June 30, 2017. ([View Here](#))

- Short Recess -

* * * * *

7:00 P.M.

REGULAR PUBLIC MEETING

3. **RECALL TO ORDER THE CITY COUNCIL** – Mayor Shuey

4. **PLEDGE OF ALLEGIANCE** – led by Mayor Shuey.

5. **CONSENT CALENDAR**

Consent Calendar items are typically routine in nature and are considered for approval by the City Council with one single motion. Members of the Council, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question or input may request so through the Mayor.

(a) Approve the minutes of the regular meeting of June 16, 2015. ([View Here](#))

(b) Approve Financial Demands and Obligations of the City. ([View Here](#))

(c) Adopt a Resolution establishing a Paid Sick Leave Policy for Unrepresented, Unbenefited, Seasonal, Temporary or Part-Time City Employees, pursuant to the state-mandated Healthy Workplaces, Healthy Families Act of 2014 (AB 1522). ([View Here](#))

(d) Approve the City's response letter to the FY 2014-15 Contra Costa County Civil Grand Jury Report No. 1510, "Community Courts – Unburdening the Traditional Court System". ([View Here](#))

(e) Adopt a Resolution approving a 3-year Memorandum of Understanding (MOU) with the Clayton Police Officers' Association (POA) effective July 1, 2015 regarding terms and conditions of employment, compensation and benefits. ([View Here](#))

6. RECOGNITIONS AND PRESENTATIONS

- (a) Recognition of Chief of Police Chris Thorsen in appreciation for his professional law enforcement leadership and service to the Clayton community from December 2012 through July 2015.

7. REPORTS

- (a) Planning Commission – No meeting held.
- (b) Trails and Landscaping Committee – No meeting held.
- (c) City Manager/Staff
- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.
- (e) Other

8. PUBLIC COMMENT ON NON - AGENDA ITEMS

Members of the public may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) at this time. To facilitate the recordation of comments, it is requested each speaker complete a speaker card available on the Lobby table and submit it in advance to the City Clerk. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. When one's name is called or you are recognized by the Mayor as wishing to speak, the speaker shall approach the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may at its discretion request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the City Council.

9. PUBLIC HEARINGS - None.

10. ACTION ITEMS

- (a) City Council discussion and determination of citizen appointments to two (2) vacancies on the Clayton Planning Commission for two 2-year terms of appointed office from July 1, 2015 through June 30, 2017. ([View Here](#)) (Mayor Shuey)

Staff recommendation: Following opportunity for public comment, that Council determine the two citizens for appointment and then adopt the Resolution appointing the two (2) selected citizens to the Clayton Planning Commission.

- (b) Consider the Introduction and First Reading of City-initiated Ordinance No. 459 amending Chapter 17.64 Permits - Expiration, Revocation, and Application Processing of the *Clayton Municipal Code* regarding new solar permitting processes for small residential rooftop solar systems, per new state law (AB 2188). ([View Here](#))
(Community Development Director)

Staff recommendations: **1)** Receive the staff report; **2)** Receive public comments; **3)** Following Council discussion or any amendments to the proposed Ordinance, adopt a motion to have the City Clerk read Ordinance No. 459 by title and number only and waive further reading; and **4)** Following the City Clerk's reading, by motion approve Ordinance No. 459 for Introduction with findings the action does not constitute a project under CEQA.

- (c) Consider a proposed contract with Pacific Gas & Electric Company for its turnkey services in the performance of a 2015 LED Street Light Maintenance and Retrofit Project on ninety-five (95) City-owned arterial street light poles. ([View Here](#))
(Maintenance Supervisor Johnston).

Staff recommendation: Following staff report and opportunity for public comment, that Council, by minute motion, approve the proposed contract with PG&E for its retrofit of LED lights in designated City-owned arterial street lights, approve the appropriation of \$41,732 in undesignated CIP Budget monies to this Project, and authorize the City Manager to execute the contract on behalf of the City.

- (d) Consider the Introduction and First Reading of City-initiated Ordinance No. 460 adding Chapter 1.28 to the *Clayton Municipal Code* regarding the use of the City seal and City logo. ([View Here](#))
(City Attorney)

Staff recommendations: **1)** Receive the staff report; **2)** Receive public comments; **3)** Following Council discussion or any amendments to the proposed Ordinance, adopt a motion to have the City Clerk read Ordinance No. 460 by title and number only and waive further reading; and **4)** Following the City Clerk's reading, by motion approve Ordinance No. 460 for Introduction with findings the action does not constitute a project under CEQA.

- (e) Consider the designation of a City Council Voting Delegate and Alternate Delegate for the League of California Cities 2015 Annual Conference to be held September 30th – October 2nd in San Jose. ([View Here](#))
(City Clerk)

Staff recommendations: Following staff report and opportunity for public comment, it is recommended the City Council determine if one or more of its elected officials should attend the Annual Conference and if so, select the City's authorized Voting Delegate (and Alternate, if applicable) and identify the source of budget funds for this purpose.

11. **COUNCIL ITEMS** – limited to requests and directives for future meetings.

12. **CLOSED SESSION** – None.

13. **ADJOURNMENT**– the next regularly scheduled City Council meeting is July 21, 2015.

#

Planning Commission Interview Schedule

5:45 p.m. – Dan Richardson

6:05 p.m. – Peter Hellmann

6:25 p.m. – Tuija Catalano

**MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL**

TUESDAY, June 16, 2015

1. **CALL TO ORDER & ROLL CALL** –the meeting was called to order at 7:02 p.m. by Mayor Shuey in Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Shuey, Vice Mayor Geller and Councilmembers Diaz, Haydon and Pierce. Councilmembers absent: None. Staff present: City Manager Gary Napper, City Attorney Maia Subramanian, City Clerk/HR Manager Janet Brown, Finance Manager Kevin Mizuno, and Assistant to the City Manager Laura Hoffmeister.

2. **PLEDGE OF ALLEGIANCE** – led by Mayor Shuey.

3. **CONSENT CALENDAR**

It was moved by Councilmember Diaz, seconded by Councilmember Pierce, to approve the Consent Calendar as submitted. (Passed; 5-0 vote).

 - (a) Approved the minutes of the regular meeting of June 2, 2015.
 - (b) Approved Financial Demands and Obligations of the City.

4. **RECOGNITIONS AND PRESENTATIONS**
 - (a) Recognition of Community Development Director Charlie Mullen in appreciation for professional public service to the Clayton community since April 2013.

Mayor Shuey provided a brief history of the accomplishments of Community Development Director Charlie Mullen during his tenure with the City of Clayton and gave Mr. Mullen a plaque of appreciation for his services.

Mr. Mullen thanked the Clayton City Council for the privilege to serve the Clayton community.
 - (b) Recognition of City Maintenance Lead Worker Edward Bryce, Jr., in appreciation for 27 years of service to the Clayton community (September 1988).

Vice Mayor Geller provided some personal thoughts and a brief history of the accomplishments and tasks provided by Maintenance Lead Worker Ed Bryce, Jr. to the City and the Clayton community during the last 27 years of employment. Vice Mayor Geller highlighted City recognitions that Mr. Bryce, Jr. earned, such as the City Manager’s “Handshake Award” in 2000 and then the City Manager’s

“Employee of the Year” recognition in 2008. Vice Mayor Geller thanked Ed for 27 years of great service and presented Mr. Bryce, Jr. with a clock in honor of his “time” spent with the City of Clayton.

Mr. Bryce, Jr. thanked the Clayton City Council, staff and community with appreciation for the opportunity to serve Clayton for the last 27 years. He noted he will miss his employment with the City and has met a lot of good people along the way.

5. REPORTS

- (a) Planning Commission – Commissioner Sandra Johnson reported that at its meeting of June 9, 2015 the Commission reviewed a proposed Home Occupation Permit at 105 Joscolo View and then approved an educational therapy business to operate from that single family residence. Commissioner Johnson added the Commission also reviewed and accepted the City’s Fiscal Year 2015-2023 Capital Improvement Program Budget for conformity with the Clayton General Plan.

Staff also summarized a proposed project submitted by St. John’s Episcopal Church to create two single family lots, and the pending Silver Oaks Estates and the Oak Creek Canyon projects, both of which are in need of additional work from the applicants. Lastly, a project was submitted by T-Mobile to upgrade and/or construct a new cell tower near the CCWD above-ground reservoir off Marsh Creek Road.

Commissioner Johnson, on behalf of the Clayton Planning Commission, said “Good Bye and Good Luck” to Community Development Director Charlie Mullen for his service to the Clayton community.

- (b) Trails and Landscaping Committee – Committee Member Harun Simbirdi reported that at its meeting of June 8, 2015, the Trails and Landscaping Committee received an update from Maintenance Supervisor Mark Janney regarding the status of various Landscape Maintenance District projects and activities, noting replanting projects will not occur until the drought is over. The Committee also discussed: imposed water reduction mandates of 45% to the Landscape District; the fact Measure B’s reauthorization must be prepared for voter time extension by the November 2016 election; reviewed the Landscape Maintenance District Budget and has requested the City repave the Lower Easley Trail using Landscape District funds when it shortly performs its 2015 Street Rehabilitation Project; and the draft Annual Report of the Trails and Landscaping Committee. On this latter item, the Citizens Oversight Committee will be preparing an independent analysis of the Landscape District operations and achievements in fiscal year 2014/15. Ad-Hoc Committee Chair Casagrande and Committee Member Steiner will prepare its draft report to present to the Trails and Landscaping Committee in September 2015, followed by formal submittal to the City Council thereafter.

- (c) City Manager/Staff – City Manager Gary Napper reported that with the retirement of Community Development Director Charlie Mullen, a new Community Development Director was selected, Mindy Gentry. Ms. Gentry attended Humboldt State University and has been employed by the City of Antioch for approximately 10 years; she is also a recent Clayton resident. She is scheduled to shadow Mr. Mullen on June 17th and then start solo on June 22nd.

Mr. Napper also announced Clayton Police Chief Chris Thorsen has accepted an offer from the City of Oakley to be its Chief of Police starting August 3rd. The City of Oakley has terminated its long time contract with the Contra Costa County Sheriff's Office and will be starting its own Police Department. Staff has asked Bob Murray and Associates to provide names of qualified professionals willing to be the interim Clayton Chief of Police while staff conducts and advertises for a permanent replacement.

- (d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

Councilmember Haydon noted he continues to walk the City's great trail system.

Councilmember Pierce attended meetings of the Contra Costa Transportation Authority, Association of Bay Area Governments, and Metropolitan Transportation Commission.

Councilmember Diaz attended the Clayton Valley Charter High School Class of 2015 Graduation Ceremony, Contra Costa County Mayors' Conference, Thursday and Saturday Concerts in The Grove, and the League of California Cities Public Safety Services Committee meeting.

Vice Mayor Geller attended the Clayton Valley Charter High School Class of 2015 Graduation Ceremony; he announced the next Saturday Concerts in The Grove will feature the band, Mustache Harbor.

Mayor Shuey attended Clayton Valley Charter High School's Class of 2015 Graduation Ceremony.

- (e) Other – None.

6. **PUBLIC COMMENT ON NON - AGENDA ITEMS** – None.

7. PUBLIC HEARINGS

- (a) Public Hearing on the proposed City of Clayton Budget for Fiscal Year 2015-16 and its 5-year Capital Improvement Project Budget (CIP) for Fiscal Years 2015-2020.

Finance Manager Kevin Mizuno provided a slideshow summary of the proposed Fiscal Year 2015-16 City Budget to the City Council, noting no revisions to the Proposed Budget have arisen since its presentation on June 2, 2015. Mr. Mizuno briefly highlighted a City Budget 5-Year Summary and the 2015-16 total expenditures and revenues budgets, noting the Capital Improvement Project Budget is not included as it contains multi-year projects that may increase or decrease year to year. The General Fund status for Fiscal Year 2015-16 forecasts an opening reserve balance of \$5,227,078 on July 1, 2015 with a projected surplus of \$28,516 bringing the closing balance to \$5,255,594 on June 30, 2016.

Mr. Mizuno concluded his presentation with the City's Appropriations (GANN) Limit projection for Fiscal Year 2015-16 based on two economic statistics published by the Department of Finance. Fiscal Year 2014-15 Appropriations Limit began with a balance of \$8,924,937; application of the formulaic changes, the City's Fiscal Year 2015-16 Appropriations Limit rises to \$9,384,473. Comparing that tax threshold with the City's actual tax revenues, the City experiences an annual gap in tax generation of \$4,534,727, resulting in a 51.7% GANN Limit operating cost below the voter-approved legal tax limit.

Councilmember Haydon inquired if the financial impact of a new labor contract with the Clayton Police Department is reflected in the current budget? Mr. Mizuno advised the Clayton Police Department labor contract is still in negotiation and is not reflected in Clayton's proposed Fiscal Year 2015-16 Budget.

Mayor Shuey opened the Public Hearing; no public comments were offered. Mayor Shuey closed the Public Hearing.

It was moved by Vice Mayor Geller, seconded by Councilmember Haydon, to adopt the Resolution approving the annual budget for the City of Clayton for the 2015-2016 Fiscal Year and the 5-Year CIP Budget for FYs 2015-2020 and the City's 2015-2016 GANN Appropriations Limit. (Passed; 5-0 vote).

8. ACTION ITEMS

- (a) Consider a Council Member's suggestion for the installation and maintenance of doggie litter stations along the City trails system and additional trash cans at trail heads closest to streets.

Councilmember Haydon noted, based on his observations of increased garbage along Clayton's trails, whether the installation of additional trash receptacles and doggie mitt dispensers would be beneficial. Mr. Haydon suggested word be broadcast to the greater Clayton community of the opportunity to contribute funds to the City's donor program, available through

the Trails and Landscaping Committee for such purposes, as he would like to keep Clayton a clean community.

Vice Mayor Geller inquired if the Trails and Landscaping Committee has current options through its already approved donor recognition program? Councilmember Haydon confirmed the Trails and Landscaping Committee donor program offers two options of either a doggie station dispenser unit with small trash container or a trash/recycling receptacle and decorative-style container on a concrete platform.

Assistant to the City Manager Laura Hoffmeister advised some areas available for sponsorship include Lydia Lane Park, El Molino/Marsh Creek Road, Westwood Park and Community Park. Ms. Hoffmeister suggested Clayton Pioneer's Mayors Column would be a good resource in getting the word out to the community.

Vice Mayor Geller added the area behind Safeway, near Westwood Park, should be easily accessible by Clayton Maintenance Department for picking up trash deposited in a new trash receptacle. Assistant to the City Manager Hoffmeister noted some of that area behind Safeway is actually its private property for which they are responsible to keep clean as part of its land use permit.

Councilmember Pierce shared her concerns with the expense and time of adding additional trail facilities; the Trails and Landscaping Committee agreed at its recent meeting that the current options through the already approved donor recognition program are adequate opportunities, and there is not the need to add additional trash cans or doggie mitt stations along the trails beyond the current existing and approved locations in the Recognition Program due to a variety of factors. Most dog walkers carry plastic bags and are generally good in cleaning up after their pets.

Mayor Shuey opened the floor to receive public comments; no public comments were offered.

No formal action was taken on this item.

9. **COUNCIL ITEMS** – None.

10. **RECESS THE CITY COUNCIL MEETING** – Mayor Shuey recessed the City Council meeting at 7:47 p.m.

11. **RECONVENE THE CITY COUNCIL MEETING** – Mayor Shuey reconvened the City Council meeting at 7:53 p.m.

12. CLOSED SESSIONS

Mayor Shuey adjourned the public meeting into Closed Session for the following stated purposes at 7:53 p.m.

- (a) *Government Code Section 54956.8*, Conference with Real Property Negotiator.
Real Property: 6005 Main Street (APNs 119-011-002-1; 118-560-010-1; 118-370-041-6);
Instructions to City Negotiators (Mayor David Shuey and Council Member Julie Pierce; and Ed Del Becarro, Managing Director, Transwestern) concerning price and terms of payment.
Negotiating Parties: 1. DRG Builders, Inc. (Doyle Heaton)
2. Pacific Union Land Company (Joshua Reed)
3. City Ventures, LLC (Patrick Hendry)

- (b) *Government Code Section 54957.6*, Conference with Labor Negotiator
Instructions to City-designated labor negotiator: City Manager
Employee Organization: Clayton Police Officers' Association (CPOA)

Report Out from Closed Session (8:55 p.m.): Mayor Shuey reported the City Council received reports and information from its real estate agent and its labor negotiator, and gave general direction to staff.

- 11. **ADJOURNMENT**– on call by Mayor Shuey, the City Council adjourned its meeting at 8:55 p.m.

The next regularly scheduled City Council meeting is July 7, 2015.

#

Respectfully submitted,

Janet Brown, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

David T. Shuey, Mayor

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Agenda Date 7/7/2015

Agenda Item: 5b

Approved: 
Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Kevin Mizuno, FINANCE MANAGER

DATE: 7/7/2015

SUBJECT: FINANCIAL OBLIGATIONS

RECOMMENDATION:

Approve the following Invoices:

7/1/2015 Obligations	\$	168,519.05
6/23/2015 Payroll PPE 6/21/15, Pay 6/24/15	\$	85,178.71

Total	\$	253,697.76
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Attachments:

Cash Requirements Report dated 7/1/2015 (5 pages)
ADP Report Week 26, PPE 06/21/15 (1 page)

City of Clayton Cash Requirements Report

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
Ace Sierra Tow								
Ace Sierra Tow	7/7/2015	6/24/2015	3797	Receipt # 51281	\$25.00	\$0.00		\$25.00
<i>Totals for Ace Sierra Tow:</i>					<u>\$25.00</u>	<u>\$0.00</u>		<u>\$25.00</u>
All City Management Services, Inc.								
All City Management Services, Inc.	7/7/2015	6/24/2015	39650	school crossing guard services 5/24/15-6/6/15	\$458.19	\$0.00		\$458.19
<i>Totals for All City Management Services, Inc.:</i>					<u>\$458.19</u>	<u>\$0.00</u>		<u>\$458.19</u>
American Fidelity Assurance Company								
American Fidelity Assurance Company	7/7/2015	7/1/2015	B324943	supplemental insurance for July 2015	\$356.72	\$0.00		\$356.72
American Fidelity Assurance Company	7/7/2015	6/30/2015	1183551A	May Deductions	\$610.00	\$0.00		\$610.00
<i>Totals for American Fidelity Assurance Company:</i>					<u>\$966.72</u>	<u>\$0.00</u>		<u>\$966.72</u>
Bank of America								
Bank of America	7/7/2015	6/30/2015	Morgan Stanley	Wire Fee Morgan Stanley	\$25.00	\$0.00		\$25.00
Bank of America	7/7/2015	6/30/2015	UBS	wire fee UBS	\$25.00	\$0.00		\$25.00
<i>Totals for Bank of America:</i>					<u>\$50.00</u>	<u>\$0.00</u>		<u>\$50.00</u>
Best Best & Kreiger LLP								
Best Best & Kreiger LLP	7/7/2015	6/24/2015	750229	May General Retainer	\$8,000.00	\$0.00		\$8,000.00
Best Best & Kreiger LLP	7/7/2015	6/24/2015	750230	Labor/Employment - PERS - May 2015	\$577.50	\$0.00		\$577.50
Best Best & Kreiger LLP	7/7/2015	6/24/2015	750231	DDR Successor Agency - May 2015	\$275.00	\$0.00		\$275.00
<i>Totals for Best Best & Kreiger LLP:</i>					<u>\$8,852.50</u>	<u>\$0.00</u>		<u>\$8,852.50</u>
Blackbaud								
Blackbaud	7/7/2015	7/1/2015	90903884	FE:NXT Subscription FY 16	\$2,952.75	\$0.00		\$2,952.75
<i>Totals for Blackbaud:</i>					<u>\$2,952.75</u>	<u>\$0.00</u>		<u>\$2,952.75</u>
Bob Murray & Associates								
Bob Murray & Associates	7/7/2015	6/30/2015	6300	prelim referrals for 3 candidates for interim P	\$1,000.00	\$0.00		\$1,000.00
<i>Totals for Bob Murray & Associates:</i>					<u>\$1,000.00</u>	<u>\$0.00</u>		<u>\$1,000.00</u>
CalPERS Health								
CalPERS Health	7/7/2015	7/1/2015	1770	Medical benefits for July 2015	\$34,399.18	\$0.00		\$34,399.18
<i>Totals for CalPERS Health:</i>					<u>\$34,399.18</u>	<u>\$0.00</u>		<u>\$34,399.18</u>
CalPERS Retirement								
CalPERS Retirement	7/7/2015	6/24/2015	6/24/15	City Council Retirement ending 6/24/15	\$286.29	\$0.00		\$286.29
CalPERS Retirement	7/7/2015	6/24/2015	PPE 6/21/15	Retirement PPE 6/21/15	\$20,973.35	\$0.00		\$20,973.35
CalPERS Retirement	7/7/2015	6/24/2015	100000014314518	Retirement , Gentry PPE 6/21/15	\$61.43	\$0.00		\$61.43
<i>Totals for CalPERS Retirement:</i>					<u>\$21,321.07</u>	<u>\$0.00</u>		<u>\$21,321.07</u>
Caltronics Business Systems, Inc								
Caltronics Business Systems, Inc	7/7/2015	6/24/2015	1799176	contract for 5/17/15-6/16/15	\$299.75	\$0.00		\$299.75
<i>Totals for Caltronics Business Systems, Inc:</i>					<u>\$299.75</u>	<u>\$0.00</u>		<u>\$299.75</u>
City of Concord								

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
City of Concord	7/7/2015	6/24/2015	45551	Printing, envelopes, business cards	\$380.19	\$0.00		\$380.19
City of Concord	7/7/2015	6/24/2015	45167	vehicle maintenance March 2015	\$901.67	\$0.00		\$901.67
City of Concord	7/7/2015	6/24/2015	45534	Dispatch services for June 2015	\$14,165.00	\$0.00		\$14,165.00
<i>Totals for City of Concord:</i>					<i>\$15,446.86</i>	<i>\$0.00</i>		<i>\$15,446.86</i>
Comcast								
Comcast	7/7/2015	6/24/2015	7/1/15	high speed internet 6/10/15-7/9/15	\$403.95	\$0.00		\$403.95
<i>Totals for Comcast:</i>					<i>\$403.95</i>	<i>\$0.00</i>		<i>\$403.95</i>
Contra Costa County Fire Protection Dist.								
Contra Costa County Fire Protection Di	7/7/2015	6/30/2015	15-2816	Permits for Corp Yard 5/29/15	\$424.50	\$0.00		\$424.50
<i>Totals for Contra Costa County Fire Protection Dist.:</i>					<i>\$424.50</i>	<i>\$0.00</i>		<i>\$424.50</i>
Contra Costa County Public Works Dept								
Contra Costa County Public Works Dept	7/7/2015	6/24/2015	700123	traffic signal maintenance for December 2014	\$1,828.59	\$0.00		\$1,828.59
Contra Costa County Public Works Dept	7/7/2015	6/24/2015	700156	traffic signal maintenance for January 2015	\$966.48	\$0.00		\$966.48
Contra Costa County Public Works Dept	7/7/2015	6/24/2015	700197	traffic signal maintenance for March 2015	\$457.29	\$0.00		\$457.29
<i>Totals for Contra Costa County Public Works Dept:</i>					<i>\$3,252.36</i>	<i>\$0.00</i>		<i>\$3,252.36</i>
Contra Costa County Sheriff - Forensic Svc Div (Lab)								
Contra Costa County Sheriff - Forensic S	7/7/2015	6/24/2015	CLPD-1505	Toxicology for May 2015	\$1,880.00	\$0.00		\$1,880.00
<i>Totals for Contra Costa County Sheriff - Forensic Svc Div (Lab):</i>					<i>\$1,880.00</i>	<i>\$0.00</i>		<i>\$1,880.00</i>
CSAC Excess Insurance Authority								
CSAC Excess Insurance Authority	7/7/2015	7/1/2015	16400054	EAP July-September 2015- 26 employees	\$312.00	\$0.00		\$312.00
<i>Totals for CSAC Excess Insurance Authority:</i>					<i>\$312.00</i>	<i>\$0.00</i>		<i>\$312.00</i>
De Lage Landen Financial Services, Inc.								
De Lage Landen Financial Services, Inc.	7/7/2015	7/1/2015	46078688	contract 7/1/15-7/31/15	\$342.17	\$0.00		\$342.17
<i>Totals for De Lage Landen Financial Services, Inc.:</i>					<i>\$342.17</i>	<i>\$0.00</i>		<i>\$342.17</i>
HdL Software, LLC								
HdL Software, LLC	7/7/2015	7/1/2015	0009943-IN	business license software maintenance for FY	\$3,158.87	\$0.00		\$3,158.87
<i>Totals for HdL Software, LLC:</i>					<i>\$3,158.87</i>	<i>\$0.00</i>		<i>\$3,158.87</i>
HUB Inter of CA Ins Svc								
HUB Inter of CA Ins Svc	7/7/2015	6/24/2015	May 2015	Insurance for May 2015	\$91.92	\$0.00		\$91.92
<i>Totals for HUB Inter of CA Ins Svc:</i>					<i>\$91.92</i>	<i>\$0.00</i>		<i>\$91.92</i>
Innovative Impressions								
Innovative Impressions	7/7/2015	6/24/2015	865	ball caps for Concerts in the Grove	\$292.95	\$0.00		\$292.95
<i>Totals for Innovative Impressions:</i>					<i>\$292.95</i>	<i>\$0.00</i>		<i>\$292.95</i>
John Deere Landscapes Inc								
John Deere Landscapes Inc	7/7/2015	6/30/2015	72272371	Sch 40 PVC 2-1/2" Order # 84501704	\$129.66	\$0.00		\$129.66
John Deere Landscapes Inc	7/7/2015	6/30/2015	71989324	Order # 80713915	\$1,467.21	\$0.00		\$1,467.21
<i>Totals for John Deere Landscapes Inc:</i>					<i>\$1,596.87</i>	<i>\$0.00</i>		<i>\$1,596.87</i>

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
John E Collins								
John E Collins	7/7/2015	6/24/2015	7/18/15	Concert in the Grove 7/18/15 - Loose Blues	\$1,000.00	\$0.00		\$1,000.00
				<i>Totals for John E Collins:</i>	<u>\$1,000.00</u>	<u>\$0.00</u>		<u>\$1,000.00</u>
Ken Joiret								
Ken Joiret	7/7/2015	6/24/2015	06/18/15	Sound for Concert in the Grove 7/18/15	\$650.00	\$0.00		\$650.00
Ken Joiret	7/7/2015	6/24/2015	07/09/15	Sound for Mayors' Conference	\$200.00	\$0.00		\$200.00
				<i>Totals for Ken Joiret:</i>	<u>\$850.00</u>	<u>\$0.00</u>		<u>\$850.00</u>
David Langkammer								
David Langkammer	7/7/2015	7/1/2015	CAP0160	Deposit Refund for 244 Roundhill Place	\$118.20	\$0.00		\$118.20
				<i>Totals for David Langkammer:</i>	<u>\$118.20</u>	<u>\$0.00</u>		<u>\$118.20</u>
LarryLogic Productions								
LarryLogic Productions	7/7/2015	6/24/2015	1514	City Council Meeting 6/16/15	\$285.00	\$0.00		\$285.00
				<i>Totals for LarryLogic Productions:</i>	<u>\$285.00</u>	<u>\$0.00</u>		<u>\$285.00</u>
Legal Defense Fund								
Legal Defense Fund	7/7/2015	7/1/2015	136242	Dues for July-September 2015	\$13.50	\$0.00		\$13.50
				<i>Totals for Legal Defense Fund:</i>	<u>\$13.50</u>	<u>\$0.00</u>		<u>\$13.50</u>
Marken Mechanical Services Inc								
Marken Mechanical Services Inc	7/7/2015	6/30/2015	115-20311	Coil Cleaning - City Hall, EH, Library	\$1,225.00	\$0.00		\$1,225.00
				<i>Totals for Marken Mechanical Services Inc:</i>	<u>\$1,225.00</u>	<u>\$0.00</u>		<u>\$1,225.00</u>
Miracle Play Systems, Inc								
Miracle Play Systems, Inc	7/7/2015	6/30/2015	I2015-0122	Residual for change order	\$35.00	\$0.00		\$35.00
Miracle Play Systems, Inc	7/7/2015	6/30/2015	I2015-0051	Residual for Grove Park	\$4,590.72	\$0.00		\$4,590.72
Miracle Play Systems, Inc	7/7/2015	6/30/2015	I2015-0091	Residual for water feature Grove Park	\$821.23	\$0.00		\$821.23
				<i>Totals for Miracle Play Systems, Inc:</i>	<u>\$5,446.95</u>	<u>\$0.00</u>		<u>\$5,446.95</u>
NBS Govt. Finance Group								
NBS Govt. Finance Group	7/7/2015	7/1/2015	61500169	Qtrly admin fees 7/1/15-9/30/15	\$5,231.34	\$0.00		\$5,231.34
				<i>Totals for NBS Govt. Finance Group:</i>	<u>\$5,231.34</u>	<u>\$0.00</u>		<u>\$5,231.34</u>
Neopost (add postage)								
Neopost (add postage)	7/7/2015	6/24/2015	6/18/15	postage added - GHAD	\$300.00	\$0.00		\$300.00
Neopost (add postage)	7/7/2015	6/24/2015	6/19/15	postage added GHAD	\$300.00	\$0.00		\$300.00
				<i>Totals for Neopost (add postage):</i>	<u>\$600.00</u>	<u>\$0.00</u>		<u>\$600.00</u>
Neopost Northwest								
Neopost Northwest	7/7/2015	7/1/2015	N5361338	contract for 7/7/15-8/6/15	\$158.20	\$0.00		\$158.20
				<i>Totals for Neopost Northwest:</i>	<u>\$158.20</u>	<u>\$0.00</u>		<u>\$158.20</u>
Pacific Telemanagement Svc								
Pacific Telemanagement Svc	7/7/2015	7/1/2015	760235	Courtyard Phone July 2015	\$73.00	\$0.00		\$73.00

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<i>Totals for Pacific Telemanagement Svc:</i>					<u>\$73.00</u>	<u>\$0.00</u>		<u>\$73.00</u>
Peace Officers Research Assoc of CA								
Peace Officers Research Assoc of CA	7/7/2015	7/1/2015	121504	Dues 7/1/15	\$10.00	\$0.00		\$10.00
<i>Totals for Peace Officers Research Assoc of CA:</i>					<u>\$10.00</u>	<u>\$0.00</u>		<u>\$10.00</u>
PERMCO, Inc.								
PERMCO, Inc.	7/7/2015	6/30/2015	10399	Engineering Services 6/6/15-6/26/15	\$3,836.50	\$0.00		\$3,836.50
PERMCO, Inc.	7/7/2015	6/30/2015	10400	CAP Inspections 6/6/15-6/26/15	\$373.50	\$0.00		\$373.50
PERMCO, Inc.	7/7/2015	6/30/2015	10401	plans for Caltrans 6/6/15-6/26/15	\$838.75	\$0.00		\$838.75
PERMCO, Inc.	7/7/2015	6/30/2015	10402	add Oak St. review submittals	\$5,183.94	\$0.00		\$5,183.94
PERMCO, Inc.	7/7/2015	6/30/2015	10403	Inspection of work	\$332.00	\$0.00		\$332.00
PERMCO, Inc.	7/7/2015	6/30/2015	10404	preparation of bid plans	\$1,563.75	\$0.00		\$1,563.75
PERMCO, Inc.	7/7/2015	6/30/2015	10405	prepare budget, attend board meeting	\$583.75	\$0.00		\$583.75
<i>Totals for PERMCO, Inc.:</i>					<u>\$12,712.19</u>	<u>\$0.00</u>		<u>\$12,712.19</u>
PG&E								
PG&E	7/7/2015	6/24/2015	6/17	service 5/18/15-6/16/15	\$18,416.13	\$0.00		\$18,416.13
PG&E	7/7/2015	6/30/2015	6/24/15	Service 5/23/15-6/23/15	\$4,291.67	\$0.00		\$4,291.67
PG&E	7/7/2015	6/30/2015	6/23/15	service 5/22/15-6/22/15	\$11.72	\$0.00		\$11.72
<i>Totals for PG&E:</i>					<u>\$22,719.52</u>	<u>\$0.00</u>		<u>\$22,719.52</u>
Pinnacle Construction Services, Inc								
Pinnacle Construction Services, Inc	7/7/2015	7/1/2015	2143	Management Services July 2015	\$4,264.10	\$0.00		\$4,264.10
<i>Totals for Pinnacle Construction Services, Inc:</i>					<u>\$4,264.10</u>	<u>\$0.00</u>		<u>\$4,264.10</u>
pmsigns								
pmsigns	7/7/2015	7/1/2015	18158	dignitary car signs for 4th of July Parade	\$104.16	\$0.00		\$104.16
<i>Totals for pmsigns:</i>					<u>\$104.16</u>	<u>\$0.00</u>		<u>\$104.16</u>
PMT Pest Control Service								
PMT Pest Control Service	7/7/2015	6/30/2015	541	rodent control- 11/14-6/15	\$2,725.00	\$0.00		\$2,725.00
<i>Totals for PMT Pest Control Service:</i>					<u>\$2,725.00</u>	<u>\$0.00</u>		<u>\$2,725.00</u>
R-Computer								
R-Computer	7/7/2015	6/24/2015	504223	Computer diagnotsic/labor PO 157848	\$75.00	\$0.00		\$75.00
<i>Totals for R-Computer:</i>					<u>\$75.00</u>	<u>\$0.00</u>		<u>\$75.00</u>
Rock & Waterfall Co								
Rock & Waterfall Co	7/7/2015	6/30/2015	122-90	disassembled motor from pump/labor	\$300.00	\$0.00		\$300.00
<i>Totals for Rock & Waterfall Co:</i>					<u>\$300.00</u>	<u>\$0.00</u>		<u>\$300.00</u>
Sprint Comm (PD)								
Sprint Comm (PD)	7/7/2015	6/24/2015	703335311-162	service 4/26/15-5/25/15	\$270.20	\$0.00		\$270.20
<i>Totals for Sprint Comm (PD):</i>					<u>\$270.20</u>	<u>\$0.00</u>		<u>\$270.20</u>
Swan Pool								

City of Clayton Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Swan Pools	7/7/2015	7/1/2015	CAP0147	Deposit refund for 51 Mt Olympus Place	\$1,904.54	\$0.00		\$1,904.54
Swan Pools	7/7/2015	7/1/2015	CAP0146	Deposit refund for 207 Mountaire Pkwy	\$1,904.54	\$0.00		\$1,904.54
<i>Totals for Swan Pools:</i>					<u>\$3,809.08</u>	<u>\$0.00</u>		<u>\$3,809.08</u>
Thor Doors and Construction, Inc								
Thor Doors and Construction, Inc	7/7/2015	6/30/2015	9989PR	Job Tag #10165	\$197.00	\$0.00		\$197.00
<i>Totals for Thor Doors and Construction, Inc:</i>					<u>\$197.00</u>	<u>\$0.00</u>		<u>\$197.00</u>
Verizon Wireless								
Verizon Wireless	7/7/2015	6/30/2015	9746547321	Equipment, Service 5/5/15-6/1/15	\$685.38	\$0.00		\$685.38
<i>Totals for Verizon Wireless:</i>					<u>\$685.38</u>	<u>\$0.00</u>		<u>\$685.38</u>
Waraner Brothers Tree Service								
Waraner Brothers Tree Service	7/7/2015	6/30/2015	12131	Fire abatement work behind Corp Yard	\$2,800.00	\$0.00		\$2,800.00
Waraner Brothers Tree Service	7/7/2015	6/30/2015	12130	Fire Abatement Work, Miwok & Peacock Dr	\$1,125.00	\$0.00		\$1,125.00
Waraner Brothers Tree Service	7/7/2015	6/30/2015	11954	Tree work, Regency Dr	\$750.00	\$0.00		\$750.00
Waraner Brothers Tree Service	7/7/2015	6/30/2015	12134	Tree work, Grove Park	\$450.00	\$0.00		\$450.00
Waraner Brothers Tree Service	7/7/2015	6/30/2015	12133	Tree work, Southbrook Trail	\$300.00	\$0.00		\$300.00
Waraner Brothers Tree Service	7/7/2015	6/30/2015	12132	Tree work, El Portal Dr	\$1,650.00	\$0.00		\$1,650.00
Waraner Brothers Tree Service	7/7/2015	6/30/2015	12135	Tree work, Marsh Creek. East of Regency	\$300.00	\$0.00		\$300.00
<i>Totals for Waraner Brothers Tree Service:</i>					<u>\$7,375.00</u>	<u>\$0.00</u>		<u>\$7,375.00</u>
Zee Medical Company								
Zee Medical Company	7/7/2015	6/30/2015	724500408	replenish kits	\$743.62	\$0.00		\$743.62
<i>Totals for Zee Medical Company:</i>					<u>\$743.62</u>	<u>\$0.00</u>		<u>\$743.62</u>
GRAND TOTALS:					\$168,519.05	\$0.00		\$168,519.05

0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:00000000038 Tot Docs in all:00000000041
First No. Last No. Total
Checks: ADPCHECK ADPCHECK 00000000010
Vouchers: 00000260001 00000260028 00000000028

*APE 6/21/15
Del. 6/23/15
pay 6/24/15*

Z7L TOTAL DOCUMENT
CITY OF CLAYTON
LOCATION 0001

CHECK STUFFING, RECONCILIATION

COPY

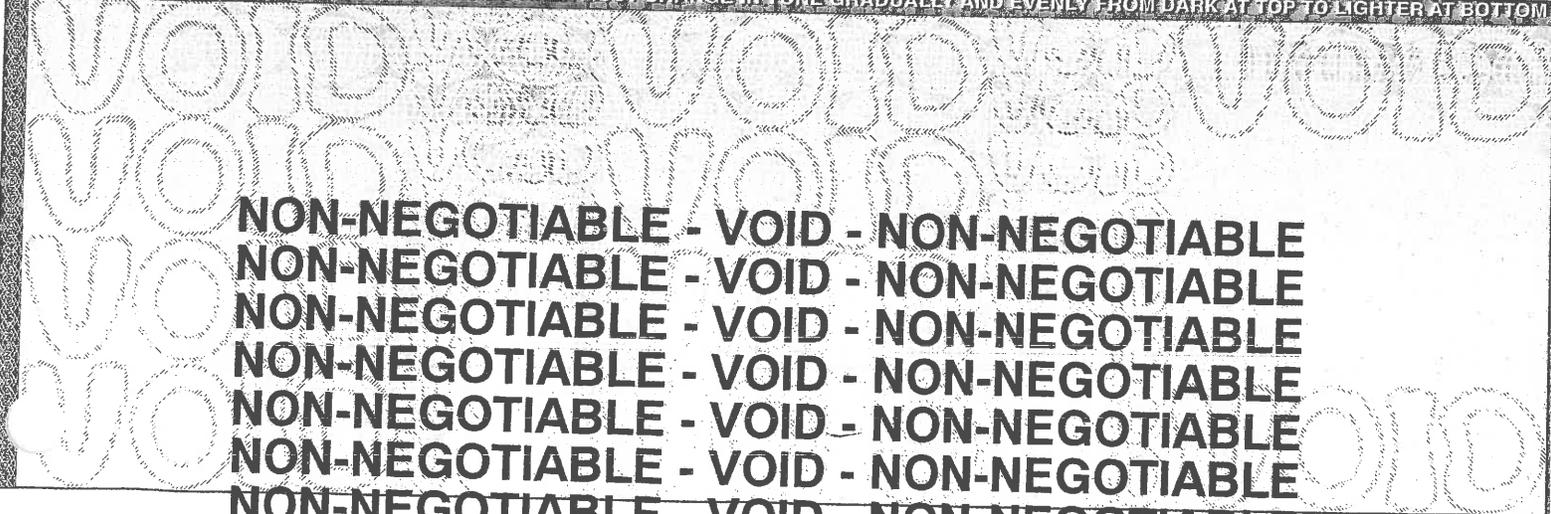
85178.71 GROSS
62791.35 NET PAY (INCLUDING ALL DEPOSITS)
9347.44 FEDERAL TAX
340.14 SOCIAL SECURITY
1180.78 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
2941.32 STATE TAX
.00 LOCAL TAX
66753.91 DEDUCTIONS
4615.12 NET CHECK

**COMPANY CODE Z7L
CITY OF CLAYTON
TOTAL DOCUMENT
LOCATION 0001**

COPY

COPY

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM



**NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE**



Agenda Date: 7-07-2015

Agenda Item: 5c

STAFF REPORT

Approved: 

Gary A. Napper
City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Brown, City Clerk/HR Manager

DATE: July 7, 2015

SUBJECT: Paid Sick Leave Policy for Unrepresented, Seasonal, Temporary and/or Unbenefited Part-time City Employees, pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (State Law)

RECOMMENDATION

Staff recommends the City Council adopt the prepared Resolution approving a minimum paid sick leave policy, in compliance with the Healthy Workplaces, Healthy Families Act of 2014.

BACKGROUND

In September 10, 2014, Governor Brown signed into law the Healthy Workplaces, Healthy Families Act of 2014, which now requires California employers to provide paid sick leave to eligible employees effective July 1, 2015, based on certain qualifying conditions.

Sick leave benefits presently provided to regular and permanent City employees (both full and part-time) already meet the minimum requirements of this new unfunded state mandate. However, the City's part-time, seasonal, temporary or unbenefited employees do not currently receive paid sick leave. Under the provisions of this Act, the City is required to establish the accrual method and the minimum usage increment for paid sick leave. Under the proposed policy for implementing this benefit, all part-time employees as described above will be credited with twenty-four (24) hours of sick leave upon hire (and each year thereafter). These hours may only be used after the employee has been employed for ninety (90) days with the City and has actually worked at least thirty (30) days in the calendar year following date of employment. An employee who leaves City employment for a period greater than twelve (12) months shall be considered a new employee upon rehire for the purposes of this particular sick leave accrual and usage. If the time gap is less than 12 months, any unused sick leave hours will be restored for the employee's use.

The Act sets forth the conditions and purposes for which paid sick leave is to be accumulated and paid. The proposed City Policy addresses these purposes.

FISCAL IMPACT

Any additional costs would be limited to covering services performed by part-time staff during sick leave absences. This is a new unfunded state mandate.

Attachment – Resolution [2 pp.]

City of Clayton sick leave policy for unrepresented, unbenefited, part-time employees "Exhibit A" [4 pp.]

RESOLUTION NO. - 2015

A RESOLUTION ADOPTING A PAID SICK LEAVE POLICY FOR UNREPRESENTED, UNBENEFITED, PART-TIME CITY EMPLOYEES, PURSUANT TO THE HEALTHY WORKPLACES, HEALTHY FAMILIES ACT OF 2014 (AB 1522)

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, on September 10, 2014 the Governor of the State of California signed the Healthy Workplaces, Healthy Families Act of 2014 (the "Act"), requiring employers in California to provide limited paid sick leave for covered employees, effective January 1, 2015;

WHEREAS, said paid sick leave provisions of the Act take effect July 1, 2015; and

WHEREAS, regular and permanent City employees (both full and part-time), who are currently covered by the City's Personnel Rules and Regulations, Memoranda of Understanding, Agreements, Contracts, Benefits Resolution(s) or any other benefits policy, are already provided with sick leave benefits which meet the minimum requirements of the Act; and

WHEREAS, part-time, seasonal, temporary or unbenefited City employees are not covered by any of the City's Personnel Rules and Regulations, Memoranda of Understanding, Agreements, Contracts, Benefits Resolution(s) or any other benefits or paid sick leave policy; and

WHEREAS, by new unfunded state mandate, the City must establish a paid sick leave policy, pursuant to the Act, applicable to the unrepresented part-time, seasonal, temporary, or unbenefited City employees; and

WHEREAS, said Act allows the City some discretion to determine the methodology when establishing and implementing a paid sick leave policy in compliance with the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clayton, California as follows:

1. The above recitals are true and correct, and incorporated herein by reference.
2. A minimum sick leave policy for part-time, seasonal, temporary or unbenefited employees of the City (attached hereto as Exhibit "A") is hereby adopted; and
3. Minimum paid sick leave benefits under this new Policy shall be effective July 1, 2015, and shall remain in effect until modified, terminated, or rescinded by subsequent Resolution of the City Council, or by changes to applicable state or federal law.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held the 7th day of July 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

CITY OF CLAYTON

MINIMUM SICK LEAVE POLICY FOR UNREPRESENTED, SEASONAL, TEMPORARY, HOURLY OR UNBENEFITED PART-TIME HOURLY CITY EMPLOYEES

I. PURPOSE

California's AB 1522, entitled the "Healthy Workplaces, Healthy Families Act of 2014" (the "Act") was signed into law on September 10, 2014, became state law on January 1, 2015 and use of paid leave is effective to qualifying employees on July 1, 2015. The law requires employers to provide paid sick leave to assist employees who miss work due to their own illness or medical appointments or an illness or medical appointment of a qualified family member during their employment, or for other purposes specified in the statute.

II. POLICY

A. Eligibility

- i. This policy applies only to unrepresented, seasonal, temporary or part-time hourly unbenefited City employees, who are not eligible to receive regular sick leave benefits under the City of Clayton's (the "City") Memoranda of Understanding, Agreements, Contracts or the City's Personnel Rules and Regulations.
- ii. A part-time hourly, seasonal, unbenefited employee qualifies for paid sick leave by working for the City on or after July 1, 2015 at least thirty (30) days within a year from commencement of employment.
- iii. A qualifying employee must satisfy a ninety (90) day employment period with the City before any paid sick leave may be used.

B. Sick Leave Benefit

- i. Minimum sick leave under this Policy will become available to an eligible employee beginning on the first day of employment or July 1, 2015, whichever date is later.
- ii. Employees eligible for this minimum sick leave under this Policy are entitled to three (3) days or twenty-four (24) hours of paid sick time annually which may be used within a fiscal year. Twenty-four (24) hours of paid sick leave shall be the maximum benefit except in situations where a day in an employee's regular work schedule

is longer than an 8-hour day (e.g. an employee who works four, 10-hour days per week). In such cases, a "day" shall be the equivalent of the hours in the employee's regularly-scheduled work day. Paid sick leave made available under this Policy has no cash value, and the City does not pay employees for remaining sick leave at employment separation.

- iii. With the first payroll following the employee's hire date or following July 1, 2015, and every July 1 thereafter, an employee eligible for leave under this Policy will have his or her sick leave bank credited with twenty-four (24) hours (or 3 days, as noted above) of sick leave.

C. Use of Paid Sick Leave

- i. Eligible employees may use accrued paid sick leave hours beginning after their ninetieth (90th) day of employment with the City, subject to Section A (ii) above.
- ii. The minimum increment of paid sick leave that may be used is one (1) hour.
- iii. An employee may submit an oral or written request to use paid sick leave for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).
- iv. For purposes of this policy, the term "family member" is defined as:
 - a) A child, which includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis;
 - b) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse, registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c) A spouse;
 - d) A registered domestic partner;
 - e) A grandparent;
 - f) A grandchild; or
 - g) A sibling.

D. Employee Notification Obligations

- i. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance written notice. For example, the employee's supervisor shall be notified of a scheduled appointment with the employee's ensuing shift, but not less than three (3) days prior to the scheduled appointment, when possible.
- ii. An employee may request to use paid sick leave on an unscheduled basis by calling his/her supervisor as soon as is practicable, but no later than within the first thirty (30) minutes of his/her scheduled start time, when possible.
- iii. The employee shall not be required to search for, or find, a replacement worker to cover the hours during which the employee uses paid sick leave, as a condition of using paid sick leave. However, the City retains the right to request verification of sick leave eligibility/appropriate usage in circumstances where potential sick leave abuse may exist.

E. Payment of Paid Sick Leave

- i. Paid sick leave hours will be compensated at the employee's then-current hourly wage when used.
- ii. Paid sick leave will be paid no later than the payday for the next regular pay period after the sick leave was taken. (For example, if an employee did not clock in for a shift and therefore was not paid for it but utilized paid sick leave, the City would pay the employee not later than the following pay period, and account for it in the wage stub or separate itemized wage statement for that following regular pay period.) The employee is responsible for ensuring accurate reflection of sick leave taken on the appropriate timecards.
- iii. Payment will be based on the employee's available sick leave balance.

F. Separation from City Employment

- i. Any accrued but unused sick leave hours prior to the employee's last day of employment are lost at the time of resignation, termination, retirement, layoff, or other separation from City employment.

If an employee is rehired within one (1) year of the date of separation from City employment, the employee shall not be required to wait ninety (90) days from his/her rehire date (or 30 days of actual work time) before paid sick leave hours can be used.

G. Employer Notification and Recordkeeping Obligations

- i. The City shall provide employees with written notice, setting forth the amount of paid sick leave available for use. The notice will be provided either on the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's paycheck.
- ii. The City shall display a poster at each workplace that contains information specified in the Labor Code.
- iii. The City shall retain paid sick leave accrual and usage records for a period of at least three (3) years. Such records will document the hours worked, and paid sick leave hours accrued and used by each employee. An employee may request access to his/her records in the same manner, regarding itemized wage statements and pay stubs.

Date of Adoption: 07 July 2015



Agenda Date: 7-07-2015

Agenda Item: 5d

Approved:

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 07 JULY 2015

SUBJECT: CITY RESPONSE TO CIVIL GRAND JURY REPORT NO. 1510

RECOMMENDATION

It is recommended the City Council review the prepared City response letter regarding Civil Grand Jury Report No. 1510, "Community Courts – Unburdening the Traditional Court Systems"; subject to any Council modifications to the proposed response, by minute motion approve the letter as the City's official response and authorize Mayor Shuey to sign.

BACKGROUND

A Civil Grand Jury is commissioned annually in Contra Costa County to investigate city and county governments, special districts and certain non-profit corporations to ensure functions are performed in a lawful, economical and efficient manner. Pursuant to *California Government Code* Section 933.5(a), whenever a civil grand jury issues a report that involves matters within a particular municipality's jurisdiction or area of responsibility, the respective city is required to respond in writing and in accord with a specific response format.

On 09 June 2015, the FY 2014-15 Contra Costa Civil Grand Jury released a Report directed to all nineteen cities within Contra Costa County in addition to the District Attorney Office of Contra Costa County. Report No. 1510 researched the advantages and merits of utilizing "community courts" as a voluntary court-alternative program designed to give individuals arrested or cited for certain qualifying offenses an opportunity to resolve their issue outside the traditional court system.

Civil Grand Jury Report No. 1510 concluded with six (6) Findings and one (1) Recommendation requiring structured responses by each of the listed respondents. Attached is staff's recommended draft letter for the City Council to consider and approve constituting our City's response to Civil Grand Jury Report No. 1510. The City's response to this particular Report is due by 09 September 2015. As noted on page 8 of the Report, our City's response is limited to Finding No. 6 and Recommendation No. 1.

FISCAL IMPACT

None directly. However, there are certainly indirect staff costs and direct time incurred in responding to Civil Grand Jury Reports, Findings and Recommendations.

Further, the City of Clayton already participates in the Community Court program through partnership with the adjacent City of Concord's court.

Exhibits: A. Proposed City Response and Cover Letter [5 pp.]

B. Civil Grand Jury Report No. 1510 and Cover Letter [15 pp.]



EXHIBIT A

COMMUNITY DEVELOPMENT (925) 673-7340
ENGINEERING (925) 363-7433

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250
TELEPHONE (925) 673-7300 FAX (925) 672-4917

City Council
DAVID T. SHUEY, *MAYOR*
HOWARD GELLER, *VICE MAYOR*
JIM DIAZ
KEITH HAYDON
JULIE K. PIERCE

July 7, 2015

VIA U.S. REGULAR MAIL AND
REQUESTED EMAIL TO: clope2@contracosta.courts.ca.gov

Sherry Rufini, Foreperson
Contra Costa County Civil Grand Jury, 2014-15
725 Court Street
P O Box 431
Martinez, CA 94553-0091

**Re: City Response to Civil Grand Jury Report No. 1510
"Community Courts – Unburdening the Traditional Court System"**

Dear Ms. Rufini:

Pursuant to the June 9, 2015 letter regarding release of Report No. 1510 by the Contra Costa County Civil Grand Jury for 2014-15, the City of Clayton provides its attached Response as required by California Penal Code section 933.05(a). At its regular public meeting of July 7, 2015, the Clayton City Council reviewed, considered and then approved its attached Response.

Should any questions arise regarding our reply, please do not hesitate to contact us or our city manager at 925.673-7300.

Sincerely,
DRAFT
David T. Shuey
Mayor

Attachment: 1. City Response to Civil Grand Jury Report No. 1510 [4 pp.]

cc: Honorable Clayton City Council Members



**CITY OF CLAYTON RESPONSE TO
CIVIL GRAND JURY REPORT NO. 1510
"COMMUNITY COURTS"**

2014-15 CONTRA COSTA COUNTY CIVIL GRAND JURY

The City of Clayton, California provides the following response to Civil Grand Jury Report No. 1510, "Community Courts", issued on 09 June 2015 by the 2014-15 Contra Costa County Civil Grand Jury. Pursuant to pages 7 and 8 of the Report, this City is required to respond to Finding No. 6 and Recommendation No. 1 adhering to format guidelines prescribed by the California Penal Code (Section 933.05).

FINDING

6. *The city does not have a Community Court program.*

City Response

The City of Clayton partially disagrees with the Finding.

As noted in attached "Exhibit A", since March 2015 the City of Clayton has established an inter-agency relationship with the adjacent City of Concord to participate in its Community Court program.

#

RECOMMENDATION

1. *The city should consider establishing a Community Court.*

City Response

The recommendation has been implemented.

Reference is made to the attached "Exhibit A" which direction was authorized by the Clayton City Manager in February 2015 for this City to participate in the Community Court program established by the City of Concord. To date our City has referred one case to this Community Court, which case hearing is pending at this time.

Due to community variables and low volume of eligible cases, it is prudent for some local governments to evaluate and explore options for joint venture in consideration of economies of scale and duplication.

Attachment: Exhibit A [3 pp.]

#

City of Clayton
Police Department
6000 Heritage Trail
Clayton, Ca. 94517



Chris Thorsen
Chief of Police

DATE: February 11, 2015
TO: Gary Napper - City Manager
FROM: Chris Thorsen, Chief of Police
SUBJECT: Community Court

02-12-15
4:35 PM
Talked to Chief - no downside.
Told him to move forward.
CT

Summary:

Community Court is a pre filing diversion program which allows offenders the possibility of handling their low level criminal proceedings outside of the traditional justice system. The program is voluntary and allows low level offenders to avoid the formal court process. The program is "self funding", violators pay for the services of a judge advocate to hear and adjudicate their cases. Additionally, violators must pay for any treatment or work programs they are assigned as part of their sentence. A portion of fines collected are returned to the City. Though not intended to be a profit generator, the costs of administering the program are offset by the violator.

Background:

Community Court programs have been in existence since the early 70's. They follow the "restorative justice" model. That is to say, the overarching goal is to have the offender recognize the harmful nature of their actions and apply sanction/consequences that are both contemporaneous to the act and sufficient to curb future criminal acts.

The program is completely voluntary; the violator may opt to have his/her case heard in the traditional court system. Typically, in cases referred to community court, guilt or innocence is not in question. The proceedings generally take place within 60 days of the violation, reinforcing the cause and effect of the offender's actions. Penalties range from monetary fines to community service hours, to substance abuse counseling or some combination thereof.

Locally, the City of Walnut Creek was the first to establish a formal Community Court process. Walnut Creek was experiencing a significant upturn in quality of life offences in and around the downtown area. Public drunkenness, public urination, littering and other low level offences were occurring with tremendous regularity. Because they are considered to be "nuisance" crimes, these offenses often don't receive serious attention from the criminal justice system. The sheer number of these low level offenses bogs the justice system down and crowd an already overburdened court system. Walnut Creek adopted the Community Court program to deal with these quality of life offenses.

Closer to home, the City of Concord started their community court program within the last three years. The Concord program is similar to the program to Walnut Creek. Concord hears a wider variety of criminal cases and affords the Community Court opportunity to juveniles as well. In March, the City of Pittsburg started a community court program similar to that in the City of Concord.

There are significant advantages to the violator. Technically, an "arrest" is completed when the suspect is officially booked. After booking, the arrest is reported to the State, and thus reflected on the violator's criminal history. Short of the booking process being completed there is no report to the State, thus no entry to the violator's criminal history. The diversion process truly provides a second chance to low level/first time offenders who make a mistake or suffer a lapse in judgment.

The Community Court program is completely voluntary. Violators are not required to participate. Violators may choose to have their case heard in criminal court at any point during the Community Court process. Not all cases or offenders are eligible for diversion through the Community Court. Driving Under the Influence (DUI) cases are never eligible for Community Court. Violent crimes and domestic violence crimes are typically not eligible for diversion through the Community Court.

Typical criminal acts that would be eligible for Community Court are petty theft, drunk in public, public urination, littering, trespassing, disturbing the peace, and other low level misdemeanor crimes. The advent of Prop 47 in California calls to question the handling of drug offenses in Community Court. The topic has not been formally decided by most agencies, and will be addressed on a case by case basis.

The following is a basic fact pattern providing a "walk through" of the Community Court process:

A violator is detained by staff at Safeway for shoplifting. The offender is an 18 year old adult who was caught stealing \$100 worth of makeup. The offender has no criminal record and has no previous contact with the Clayton Police Department. Clayton officers issue a notice to appear (citation) in court and release the violator. A police report is generated detailing the facts and circumstances surrounding the case.

In reviewing the case, a Sergeant determines the case to be eligible for Community Court. The violator is sent a letter explaining the Community Court process and offering the opportunity to handle the matter in Community Court. If the violator avails themselves to the diversion process, they are given an appearance date at the Concord Police Department. Typically, the appearance will be within 60 days.

On the day of the "trial" the offender arrives at the Concord PD. They pay directly for the services of the judge advocate to hear the case. The judge hears the facts and circumstances surrounding the case. If the judge advocate determines the case has merit, he imposes a penalty for the violation.

If the penalty is a fine only, the violator may pay the fine at the front window of the Concord Police station (credit cards accepted). Should the violator need time to pay the fine, arrangements are made. If the sanction involves community service or the completion of a school, time is allowed to complete the "sentence". At the completion of classes and/or payment of the fines, the case is successfully diverted. Because the booking process was

never completed, there is no entry to the offender's criminal history (RAP).

In some cases, the offender is booked. However, they are deemed qualified to handle the case via the Community Court program. In those cases, if the case is successfully diverted (sanctions imposed by the judge advocate are fully satisfied) a form is completed and sent to the Department of Justice advising the case has been diverted. The violator's criminal history will reflect the arrest with a note that the case was successfully diverted.

The hearing will be held at the Concord Police Station in conjunction with cases the Concord PD had referred to Community Court. Penalties will be collected at Concord. Cases that have community service or classes assigned will be tracked by the Concord Police Department on our behalf. We will be notified when the sentence has been fully satisfied.

Staff at the Concord Police Department will track fines and penalties assessed/collected from Clayton PD cases. Quarterly, the City of Concord will issue a check to the City of Clayton for funds collected on our behalf. Concord will charge a 10% fee on all fines assessed to cover their administrative costs.

Fiscal Impact:

The intent of the program is to be cost neutral. Violators pay the judge advocate directly for the cost of hearing the case. Fines levied as part of the diversion process are returned to the City of Clayton to offset the cost of staff time spent reviewing, preparing and following up on cases sent to Community Court. The City of Concord will keep 10% of the fines collected for handling the administrative portion of scheduling the hearings, tracking the cases and collecting any fines.

In a typical case referred to Community Court, our officers will not have to appear to testify, thus saving staff time for our officers to appear in court.

Recommendation:

Direct the Chief of Police to move forward with establishing a Community Court program in partnership with the City of Concord.

EXHIBIT B

June 9, 2015



Received

JUN 17 2015

City of Clayton

Clayton City Council
6000 Heritage Trail
Clayton, CA 94517

Dear Clayton City Council:

Attached is a copy of Grand Jury Report No. 1510, "Community Courts" by the 2014-2015 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933.05, this report is being provided to you at least two working days before it is released publicly.

Section 933.5(a) of the California Government Code requires that (the responding person or entity shall report one of the following actions) in respect to each finding:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees with the finding.
- (3) The respondent partially disagrees with the finding.

In the cases of both (2) and (3) above, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation by stating one of the following actions:

- 1. The recommendation has been implemented, with a summary describing the implemented action.
- 2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- 3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.

4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be aware that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release. Please ensure that your response to the above noted Grand Jury report includes the mandated items. We will expect your response, using the form described by the quoted Government Code, no later than **September 9, 2015**.

Please send a copy of your response in hard copy to the Grand Jury, as well as a copy by e-mail in Word to clope2@contracosta.courts.ca.gov.

Sincerely,



Sherry Rufini, Foreperson
2014-2015 Contra Costa County Civil Grand Jury

Enclosure

Received

JUN 17 2015

City of Clayton

A REPORT BY
THE 2014-2015 CONTRA COSTA COUNTY GRAND JURY
725 Court Street
Martinez, California 94553

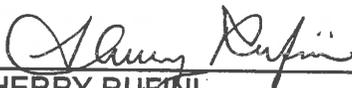
Report 1510

COMMUNITY COURTS

Unburdening the Traditional Court System

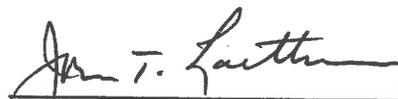
APPROVED BY THE GRAND JURY:

Date: 6-8-15


SHERRY RUFINI
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: 6-8-15


JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contra Costa County Grand Jury Report 1510

COMMUNITY COURTS

Unburdening the Traditional Court System

TO: The Contra Costa County District Attorney and the City Councils for the following cities: Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Ramon, San Pablo, Walnut Creek

SUMMARY

Community Court is a voluntary court-alternative program designed to give individuals arrested or cited for certain qualifying offenses an opportunity to resolve their matter outside the traditional court system.

The cities of Walnut Creek, Concord, Pittsburg and San Ramon currently conduct community court hearings for people who are arrested for certain misdemeanors in their jurisdictions. Each city has determined what crimes will be eligible to be heard in its community court. The types of cases referred to community court include low-level misdemeanors and infractions, such as petty theft, public intoxication, vandalism, minor accidental non-injury vehicle hit-and-run collisions, and "malicious mischief: other."

If a person agrees to participate in the community court process, an independent hearing officer hears the case in the city's police department. The hearing officer has the authority to issue a directive, which may require the participant to pay a fine or restitution, perform community service, and/or attend counseling. Completion of the directive will prevent formal criminal charges from being brought against the participant, but in most cases does not remove the arrest from the participant's record.

In Contra Costa County, participating cities, the DA, the traditional court system, and participants all benefit from the community court option. Those Contra Costa cities not

currently utilizing community courts could benefit by establishing this program in their communities.

METHODOLOGY

The Grand Jury

- Interviewed employees of the Walnut Creek, Concord, and Pittsburg police departments
- Interviewed an independent Hearing Officer
- Attended a Community Court hearing
- Reviewed applicable State Law authorizing Community Courts
- Reviewed Community Court handouts and visited the Community Court Services website (<http://www.californiacommunitydisputeservices.com/-big-idea-.html>)

BACKGROUND

Community Court is a program that resolves low level criminal matters including petty thief, malicious mischief, vandalism, excessive noise, and alcohol related complaints, as well as other infractions and misdemeanors. These cases in the past would have been filed with the Contra Costa County District Attorney and may have been prosecuted in superior court.

Four cities in Contra Costa County currently use Community Courts Services (CCS), a private company, to operate the Community Court program in its city: Concord, Walnut Creek, San Ramon and Pittsburg.

DISCUSSION

History of Community Courts in California

In 1972, San Francisco instituted a program to mediate conflicts underlying misdemeanors, civil complaints, and civil suits. That program became known as Community Courts. Accused offenders were identified and given an opportunity to resolve their legal matters in their own neighborhoods and avoid formal prosecution. Trained, independent hearing officers conducted the hearings. The fines and actions ordered by hearing officers served to punish violators as well as to eliminate the cause of the behavior.

Community Court project was operated by California Community Dispute Services (CCDS), a 501(c)(3) nonprofit corporation. The program succeeded in San Francisco and was extended to Walnut Creek and Richmond. The programs in both San Francisco and Contra Costa counties were originally funded by grant monies and donations as well as participant fees for service.

In 1992, the California Legislature enacted Penal Code Sections 14150-14156. These code sections, along with the filing authority of the District Attorney, formally grant counties the right to establish Community Court in California. In enacting the above Penal Code sections, the legislature found that criminal cases, including misdemeanor filings, have increased faster than any other type of filing in California courts and the misdemeanor cases add to the workload straining the California court system.

In Richmond, the community court process was used for neighborhood "barking dog" cases; however, Richmond no longer participates in the program. The City of Walnut Creek continues to use Community Court. During the twelve years of its existence, the emphasis in Walnut Creek has been to use Community Court for intoxicated-in-public cases.

CCDS stopped receiving government grants and charitable funding after it changed its status in 2011 - 2012 from a 501(c)(3) non-profit organization to a for-profit company. It now relies on fees collected from participants and volunteer involvement. CCDS is no longer active in San Francisco and Community Court is now administered by the San Francisco District Attorney's Office. Community Court Services (CCS), a division of CCDS, currently operates courts in Walnut Creek, Concord, Pittsburg and San Ramon.

Referrals of Cases to Community Courts

Local law enforcement agencies, after making an arrest, usually file the case with the County's District Attorney's Office. The DA reviews the case and decides whether or not it will file a complaint in criminal court. A conviction results in a fine, jail time, and/or probation.

Cities that have decided to use Community Court determine with the approval of the District Attorney's Office what types of cases are suitable for adjudication in Community Court. Only infractions and certain misdemeanors are eligible for Community Court. The police department refers appropriate cases from its arrest files to Community Court, while the remaining cases are sent to the DA. The opportunity to participate in Community Court is usually limited to first time offenders.

Community Court is a voluntary program. Offenders whose cases are eligible for Community Court are given the option of participating. Participants are able to opt out of the process at any time, including after being informed of the hearing officer's directive. If a participant opts out, the case is then sent or returned to the District Attorney to determine whether a criminal complaint will be filed.

Involvement of Cities in Community Courts

Concord sends letters to accused offenders offering them the opportunity to participate

in the Concord Community Court program. The cities of Walnut Creek and Pittsburg provide CCS with a list of those accused offenders eligible to participate. CCS then sends out letters to persons on the list informing them of the option to participate in the program. To participate, recipients of the letters typically must respond within ten days. All the cities give CCS the participants' case files prior to the hearings.

Accused offenders in Concord contact the Concord Police Department directly to schedule their appointments for Community Court. Participants in Walnut Creek and Pittsburg call CCS to schedule their appointments. They are given an appointment time so as to minimize their wait time.

In Walnut Creek, 68% of those receiving letters informing them that they have been selected for Community Court chose to respond to the letter. Of those choosing to respond, 60% attended the Community Court hearing and 90% of those paid the fine. In Concord, 49% of those receiving letters responded to the letter. Of those responding 98% attended the hearing and 95% of those completed the directive. Since the inception of the Pittsburg Community Court, 100 persons have received notices that they are eligible for the program and 30% of those receiving the notices have participated in the program.

Community Court is held in Walnut Creek once a month on Thursdays between 9:00 and 11:00 a.m. The hearing officer hears between eight and sixteen cases each month. Walnut Creek makes a police department conference room available for the hearings. The types of cases heard in Walnut Creek include public intoxication and petty theft, as well as other misdemeanors.

The Concord Community Court has been in operation for approximately three years. Hearings are held twice a month, on Thursdays from 9:00 to 11:00 a.m. The Concord Police Department schedules seven to ten cases per session. The types of cases heard in Concord include petty theft, public intoxication, and minor hit and run accidents, as well as other misdemeanors. Juvenile cases are heard in the Concord Community Court. Parents of a juvenile meet with the hearing officer prior to the juvenile's hearing. The hearings take place in a conference room at the Concord Police Department.

Pittsburg implemented its Community Court program in early 2014. The hearings are held on the fourth Thursday of each month from 9:00 to 11:00 a.m. The Hearing Officer hears an average of three cases per session. Cases heard in Pittsburg include petty theft, minor accident hit and runs, vandalism, and other misdemeanors. The Pittsburg Community Court is held in a conference room at the Pittsburg City Hall.

San Ramon recently began a community court program. Its first hearing took place on April 24, 2015. The San Ramon Community Court meets on the fourth Friday of each month. San Ramon plans on using the Community Court to hear juvenile cases.

Community Courts Hearing Process

The four cities all use Community Court Services (CCS). CCS employs two hearing officers, both of whom are lawyers with experience in criminal law and have defense backgrounds. CCS does not charge the cities for its services; it receives revenue from a \$100 fee paid by each program participant. CCS also uses volunteers to assist with the administration of the program.

Participants attend an informal hearing at which the hearing officer summarizes the incident report. The participant is given an opportunity to respond, by making a statement. The hearing officer makes no judgement as to the guilt or innocence of the accused offender. If the accused offender indicates that he or she wants to plead "not guilty," the hearing officer recommends that the participant withdraw the case from Community Court. In that case, the report will be referred to the District Attorney. If the offender proceeds with the community court process, the hearing officer discusses the incident with the participant and then the hearing officer issues his or her directive. Hearings usually take 10 to 20 minutes. The hearing officer will have a counselor available for the participant to meet with following the hearing.

The hearing officer imposes directives that include fines, restitution, community service, diversion and/or counseling. However, the hearing officer does not impose fines on juveniles. The participant must complete any directive, including paying the imposed fine, within two months of the hearing. Successful completion of the directive prevents formal charges from being brought, but usually does not remove the record of the arrest. If the participant either decides to not complete the directive or is unable to do so, the case will be referred back to the District Attorney for a criminal filing decision. No information about the offender participating in Community Court is disclosed to the District Attorney.

Costs and Benefits of Community Courts

The costs of the program to the cities include a minimal amount of police department staff time and making a room available for hearings. Pittsburg estimates its police officers devote approximately two hours per month to the program. Concord estimates its personnel spend from one to ten hours a week on the program. Walnut Creek estimates its police officers put two hours per month into the program. Two police department clerks for Walnut Creek also spend a minimal amount of time processing cases. Concord and Walnut Creek also use volunteers to assist with the program.

The cities receive income from the program by collecting fines ordered by the hearing officer. Each participating city agrees with CCS to a range of fines for the different offenses. The City of Walnut Creek receives approximately \$80,000 per year in fines. The fines collected in 2014 by Concord totaled \$28,529 and participants completed 205 hours of community service. Pittsburg has collected \$7,000 in fines since the inception

of its program, which it has deposited into the city's general fund. The City of Concord reinvests the money it receives from fines back into the program.

FINDINGS

- F1. Participants in Community Court benefit by resolving their issues outside of the traditional court system and avoiding having a criminal record.
- F2. The city benefits by receiving income from fines imposed on Community Court participants.
- F3. The city benefits from Community Court participants providing compulsory community service hours.
- F4. The District Attorney's Office and Superior Court both benefit from Community Court due to the reduction in misdemeanor cases that each must process.
- F5. The hearing officer for Community Court issues directives that include fines, restitution, community service, diversion programs, and/or counseling.
- F6. The city does not have a Community Court program.

RECOMMENDATIONS

- R1. The city should consider establishing a Community Court.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
Contra Costa County District Attorney Office	4	
City of Antioch	6	1
City of Brentwood	6	1
City of Clayton	6	1
City of Concord	1,2,3,5	
City of Danville	6	1
City of El Cerrito	6	1
City of Hercules	6	1
City of Lafayette	6	1
City of Martinez	6	1
City of Moraga	6	1
City of Oakley	6	1
City Orinda	6	1
City of Pinole	6	1
City of Pleasant Hill	6	1
City of Pittsburg	1,2,3,5	
City of Richmond	6	1
City of San Pablo	6	1
City of San Ramon	1,2,3,5	
City of Walnut Creek	1,2,5	

APPENDIX

Cal. Penal Code §14150

The Legislature hereby finds and declares:

- (a) Over the last 10 years, criminal case filings, including misdemeanor filings, have been increasing faster than any other type of filing in California's courts. Between 1981 and 1991, nontraffic misdemeanor and infraction filings in municipal and justice courts increased by 35 percent.
- (b) These misdemeanor cases add to the workload which is now straining the California court system. In addition, many of these cases are ill-suited to complete resolution through the criminal justice system because they involve underlying disputes which may result in continuing conflict and criminal conduct within the community.
- (c) Many victims of misdemeanor criminal conduct feel excluded from the criminal justice process. Although they were the direct victims of the offenders' criminal conduct, the process does not currently provide them with a direct role in holding the offender accountable for this conduct.
- (d) Community conflict resolution programs utilizing alternative dispute resolution (ADR) processes such as mediation and arbitration have been effectively used in California and elsewhere to resolve conflicts involving conduct that could be charged as a misdemeanor. These programs can assist in reducing the number of cases burdening the court system. By utilizing ADR processes, these programs also provide an opportunity for direct participation by the victims of the conduct, thereby increasing victims' satisfaction with the criminal justice process. In addition, by bringing the parties together, these programs may reduce conflict within the community by facilitating the settlement of disputes which are causing repeated misdemeanor criminal conduct and may increase compliance with restitution agreements by encouraging the offender to accept personal responsibility.
- (e) As of the effective date of this section, the San Francisco and Contra Costa district attorney offices refer between 1,000 and 1,500 cases per year involving conduct which could be charged as a misdemeanor to California Community Dispute Services, which provides ADR services. Between 70 and 75 percent of these cases are successfully resolved through the ADR process, and the rate of compliance with the agreements reached is between 80 and 93 percent.
- (f) The State of New York has developed a substantial statewide alternative dispute resolution program in which 65 percent of the cases using the services are of a criminal nature. These cases are referred to arbitration, conciliation, and mediation. Of the criminal misdemeanor cases that were mediated, 82 percent reached an agreement through the mediation process.

(g) It is in the public interest for community dispute resolution programs to be established to provide ADR services in cases involving conduct which could be charged as a misdemeanor and for district attorneys and courts to be authorized to refer cases to these programs.

CAL. PEN CODE § 14151

The district attorney may establish a community conflict resolution program pursuant to this title to provide alternative dispute resolution (ADR) services, such as mediation, arbitration, or a combination of both mediation and arbitration (med-arb) in cases, including those brought by a city prosecutor, involving conduct which could be charged as a misdemeanor. The district attorney may contract with a private entity to provide these services and may establish minimum training requirements for the neutral persons conducting the ADR processes. 14152. (a) The district attorney may refer cases involving conduct which could be charged as a misdemeanor to the community conflict resolution program. In determining whether to refer a case to the community conflict resolution program, the district attorney shall consider, but is not limited to considering, all of the following:

- (1) The nature of the conduct in question.
 - (2) The nature of the relationship between the alleged victim and the person alleged to have committed the conduct.
 - (3) Whether referral to the community conflict resolution program is likely to help resolve underlying issues which are likely to result in additional conduct which could be the subject of criminal charges.
- (b) No case where there has been a history of child abuse, sexual assault, or domestic violence, as that term is defined in Section 6211 of the Family Code, between the alleged victim and the person alleged to have committed the conduct, or where a protective order, as defined in Section 6218 of the Family Code, is in effect, shall be referred to the community conflict resolution program.

Cal. Penal Code §14152

(a) The district attorney may refer cases involving conduct which could be charged as a misdemeanor to the community conflict resolution program. In determining whether to refer a case to the community conflict resolution program, the district attorney shall consider, but is not limited to considering, all of the following:

- (1) The nature of the conduct in question.

(2)The nature of the relationship between the alleged victim and the person alleged to have committed the conduct.

(3)Whether referral to the community conflict resolution program is likely to help resolve underlying issues which are likely to result in additional conduct which could be the subject of criminal charges.

(b)No case where there has been a history of child abuse, sexual assault, or domestic violence, as that term is defined in Section 6211 of the Family Code, between the alleged victim and the person alleged to have committed the conduct, or where a protective order, as defined in Section 6218 of the Family Code, is in effect, shall be referred to the community conflict resolution program.

Cal. Penal Code §14153

Both the alleged victim and the person alleged to have committed the conduct shall knowingly and voluntarily consent to participate in the ADR process conducted by the community conflict resolution program.

Cal. Penal Code §14154

In a county in which the district attorney has established a community conflict resolution program, the superior court may, with the consent of the district attorney and the defendant, refer misdemeanor cases, including those brought by a city prosecutor, to that program. In determining whether to refer a case to the community conflict resolution program, the court shall consider, but is not limited to considering, all of the following:

(a)The factors listed in Section 14152.

(b)Any other referral criteria established by the district attorney for the program.

The court shall not refer any case to the community conflict resolution program which was previously referred to that program by the district attorney.

Cal. Penal Code §14155

(a)If the alleged victim or the person alleged to have committed the conduct does not agree to participate in the community conflict resolution program or the case is not resolved through the ADR process provided by that program, the community conflict resolution program shall promptly refer the case back to the district attorney or to the court that made the referral for appropriate action.

(b) If the community conflict resolution program determines that a case referred to it prior to the filing of a complaint has been resolved through that referral, the program shall recommend to the district attorney that the case not be prosecuted.

(c) If a case referred to the community conflict resolution program after the filing of a complaint but prior to adjudication is resolved through that referral, the court may dismiss the action pursuant to Section 1378 or 1385.

Cal. Penal Code §14156

It is the intent of the Legislature that neither this title nor any other provision of law be construed to preempt other precomplaint or pretrial diversion programs. It is also the intent of the Legislature that this title not preempt other post trial diversion programs.



Agenda Date: 7-07-2015

Agenda Item: 5e

Approved 

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 07 JULY 2015

SUBJECT: APPROVAL OF THREE (3) YEAR COLLECTIVE BARGAINING AGREEMENT WITH CLAYTON POLICE OFFICERS' ASSOCIATION (CPOA)

RECOMMENDATION

It is recommended the City Council adopt the attached Resolution authorizing and approving a three (3) year Memorandum of Understanding (MOU) with the Clayton Police Officers' Association (CPOA), effective 01 July 2015 through 30 June 2018, establishing terms and conditions of employment and employee compensation with the City of Clayton.

BACKGROUND

On 03 June 2014 a one (1) year MOU by and between the City and the Clayton Police Officers' Association (CPOA) was approved to cover employer-employee terms and conditions of employment of this recognized collective bargaining unit. The CPOA represents the ten (10) sworn public safety members of the law enforcement unit employed by the City as the Clayton Police Department (excludes the Chief of Police). This action was in accord with California state laws that require a public employer and each of its organized and recognized or undesignated collective bargaining units to meet and confer over terms and conditions of employment and compensation prior to the expiration of an associated collective bargaining contract (ref. *Government Code Section 3500*, et. seq.), often known or referred to as a "Memorandum of Understanding" ("MOU").

That one (1) year MOU was set to expire on 04 May 2015 and by mutual arrangement, the parties agreed to a time extension of the existing MOU through 30 June 2015. The City Council approved that time extension at its regular public meeting held on 05 May 2015.

MEET AND CONFER DISCUSSIONS

By City Council direction, the City Manager (as the Council's designated labor negotiator) and CPOA representatives met and conferred at several meetings and via email communications to obtain a new Agreement during the months of April, May and June 2015.

After exchange of proposals and counter-proposals, the CPOA notified the City Manager on 07 June 2015 that its members had ratified the new and revised MOU deal points contained in the last exchange. The City Council met in authorized closed session at its regular public meeting held on 16 June 2015 to consider the latest status and then instructed the City Manager to prepare the MOU for public review and City Council adoption.

SUMMATION OF NEW AGREEMENT

The parties have agreed to the following new or amended employment terms and conditions to the base MOU:

1. The term of the MOU will be three (3) years effective 01 July 2015 through 30 June 2018;
2. Cost-of-living (COLA) adjustments will be made to the base salary for the job classifications of Police Officer and of Police Sergeant according to the schedule below:
 - a. Four percent (4%) COLA effective the City pay period commencing 06 July 2015;
 - b. Four percent (4%) COLA effective the City pay period commencing 04 July 2016; and
 - c. Four percent (4%) COLA effective the City pay period commencing 03 July 2017.
3. Tier 1 "Classic" participants in the City's Public Safety CalPERS pension system (note: 7 of the 10 CPOA members are Tier 1 "Classic" CalPERS participants) will commence paying one's Member/Employee Contribution rate according to the following schedule:
 - a. Effective the City pay-period commencing 06 July 2015, Tier 1 CalPERS members will pay 3% of the normal 9% CalPERS Member Contribution rate;
 - b. Effective the City pay-period commencing 04 July 2016, Tier 1 CalPERS members will pay 6% of the normal 9% CalPERS Member Contribution rate; and
 - c. Effective the City pay-period commencing 03 July 2017, Tier 1 CalPERS members will pay the full 9% of the normal CalPERS Member Contribution rate.

4. Any and all employee medical and/or dental insurance premium rate increases effective during the term of this MOU will be absorbed by CPOA members.
5. The City will pay the full premium expense for a \$50,000 term life insurance policy on each member of the CPOA unit to include coverage for accidental death and/or dismemberment.
6. Lincoln's Birthday (February 12th) is deleted as a recognized City holiday for eligibility of Holiday Premium Pay; and
7. All other terms and conditions contained in the expiring one (1) year MOU remain in full force and effect without alteration or amendment.

FISCAL IMPACT

Overall this multi-year MOU presents a total three (3) year net cost to the City of \$58,500, or an average annual expense of \$19,500.

The City Council approved Budget for FY 2015-16 projected an annual surplus in the General Fund of approximately \$28,516. All cost "savings" and expenses of this particular collective bargaining unit are borne by the City's General Fund; law enforcement operations of the City are paid by general tax revenues.

- Attachments:
1. Resolution approving a three (3) year MOU with the CPOA [2 pp.]
 2. "Exhibit A", new MOU [22 pp.]
 3. Red-lined copy of base MOU [22 pp.]

RESOLUTION NO. - 2015

A RESOLUTION APPROVING A THREE (3) YEAR MEMORANDUM OF UNDERSTANDING WITH THE CLAYTON POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 2015 THROUGH JUNE 2018

THE CITY COUNCIL
City of Clayton, California

WHEREAS, authorized representatives of the City of Clayton and the Clayton Police Officers' Association (CPOA) did meet and confer in good faith regarding certain matters including, but not limited to, wages, hours, and terms and conditions of employment with the City, pursuant to *California Government Code* Section 3500, et. seq.; and

WHEREAS, the parties to the aforementioned negotiations have set forth a three (3) year Memorandum of Understanding (MOU) that encompasses the full and complete agreements reached between the parties as a result of said good faith negotiations; and

WHEREAS, the proposed modifications and agreements to the MOU contained and described in its entirety as Exhibit "A", incorporated herein by reference to this Resolution, were presented to the members of the Clayton Police Officers' Association and it has subsequently represented to the City's designated labor negotiator of its ratification and approval, witnessed by the signatures of the authorized representatives of the CPOA on the signature page of said MOU; and

WHEREAS, the City Manager, as the City's designated labor negotiator, does herein recommend approval of the proposed and continuing terms and conditions contained in said MOU, as outlined in its entirety in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California does hereby accept and approve the attached Memorandum of Understanding (Exhibit "A") by and between the City and the Clayton Police Officers' Association during the term thereof, effective 01 July 2015 through 30 June 2018, and does duly authorize and instruct its City Manager to implement the agreed-upon terms and conditions accordingly.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held the 7th day of July 2015 by the following vote:

Resolution No. - 2015
3-Year MOU with Clayton Police Officers' Association
7 July 2015

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLAYTON AND THE CLAYTON POLICE OFFICERS' ASSOCIATION

ARTICLE 1: PREAMBLE

This Memorandum of Understanding, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and the Clayton Police Officers' Association, hereinafter referred to as "CPOA", the recognized employee organization for sworn police personnel, excepting the Chief of Police, is hereby effective 01 July 2015 through 30 June 2018.

It is the intent and purpose of the Memorandum of Understanding, hereinafter referred to as "MOU", to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the CPOA.

ARTICLE 2: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is, for any reason, held to be illegal or unconstitutional, such holding shall not affect the validity of the remaining portions of this MOU.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1

Except as otherwise specifically provided and subject to applicable laws, the City has and retains sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the nature, standards, and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the City, including the methods, means, and numbers and kinds of personnel by which the City operations are to be conducted.
- C. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.
- D. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice.

E. To discharge, suspend, demote, reprimand, withhold merit increases or otherwise discipline employees in accordance with applicable law.

F. To determine policies, procedures, and standards affecting the selection, training, and promotion of employees.

G. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances, and the procedures for said assessment.

H. To determine the assignment of specific personnel and the duration of each assignment for the day watch "Administrative Sergeant" at the sole discretion of the Chief of Police, which assignment and its term are not subject to grievance, disciplinary appeal or any applicable loss in compensation, organizational status or rank; its operation herein is not subject to the *White* decision.

Section 3.2

CPOA recognizes the City has and will continue to retain the unilateral and exclusive right to operate, administer, and manage its municipal services and work force, performing those services in all respects subject to this MOU.

ARTICLE 4: ASSOCIATION AND EMPLOYEE RIGHTS

Section 4.1

The City recognizes the employees' rights to self-organization and to be represented by employee organizations of their own choosing as set forth in Chapter 10, Division 4 of the Government Code of the State of California.

Section 4.2

CPOA is entitled to use non-public area bulletin boards on City property for the purpose of posting notices of meetings and other official CPOA business with the understanding that material derogatory to or of the City will not be posted.

Section 4.3

CPOA representatives will be permitted access to work locations to confer with City employee members on matters of employer – employee relationship but not such internal employee organization business as soliciting membership, campaigning for office, and the organization meetings and elections. Such representatives shall not interfere with the efficiency, safety and security of City operations or in any way interfere with work in progress.

Section 4.4

City will provide to CPOA certain meeting space outside normal working hours, provided such space is available. Requests for use of facilities shall be made in advance and approved by the City.

Section 4.5 Personnel Files.

The City's secured personnel files, maintained in the City offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 5: UNIT DESCRIPTION

Section 5.1

The following job classifications are represented by the CPOA and are members of this unit:

Job Classifications – Sworn Personnel
Police Sergeant
Police Officer

ARTICLE 6: DUES DEDUCTION

City shall provide payroll deductions of membership dues and legal assistance plan sponsored by CPOA/PORAC, upon the written authorization of employees described in Article 5 above and on forms provided by the City. The provision of such service to CPOA by the City shall be contingent upon and in accordance with the provisions of City ordinances, resolutions, memoranda of understanding, and applicable administrative procedures.

ARTICLE 7: COMPENSATION

Section 7.1 Wages.

A. Effective 06 July 2015, the monthly base salary ranges for the following classifications shall be:

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Sergeant	5693	5978	6277	6591	6920
Police Officer	4845	5088	5342	5609	5890

B. Effective 04 July 2016, the monthly base salary ranges for the following classifications shall be:

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Sergeant	5921	6217	6528	6854	7197
Police Officer	5039	5291	5556	5833	6125

C. Effective 03 July 2017, the monthly base salary ranges for the following classifications shall be:

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Sergeant	6158	6466	6789	7128	7485
Police Officer	5241	5503	5778	6067	6370

Section 7.2 Salary Advancement

Assigned salary ranges normally contain five (5) steps, A through E. Employees move through these salary steps subject to satisfactory performance. Step "A" is an at-will eighteen (18) month probationary position.

Regular employees shall be eligible for step salary advancement consideration as follows:

1. To the "B" rate of the salary step schedule after successful completion of eighteen (18) months at the "A" rate. The date of this increase shall become the employee's salary review date for purposes of eligibility for future merit step increases.
2. To the "C" rate of the salary step schedule after successful completion of one (1) year at the "B" rate.
3. To the "D" rate of the salary step schedule after successful completion of one (1) year at the "C" rate.
4. To the "E" rate of the salary step schedule after successful completion of one (1) year at the "D" rate.

When an employee (except laterals) is hired at a salary rate other than Step "A" of the salary step schedule assigned to the classification, the employee shall be eligible for a step increase eighteen (18) months from the date of employment, and this date shall become the employee's salary review date for purposes of eligibility for future merit increases. Thereafter, the above merit pay procedure shall be followed. Laterals will remain at a twelve (12) month probation period and be eligible to receive a salary step increase after twelve (12) months of full time services.

Salary advancements are granted for continued meritorious and efficient service, and after continued improvements in assigned tasks, in conjunction with performance appraisal procedures. Recommendations for salary advancement are initiated by immediate supervisors and are then forwarded to the Chief of Police for acceptance. These recommendations are then transmitted to the City Manager for approval.

Salary step advancements are not guaranteed. When an employee is denied a merit step increase, the employee shall be informed of such and the reasons therefore in writing. The employee shall be reconsidered for advancement within six (6) months, and if still denied at that time, may be reconsidered for advancement at any subsequent time recommended by the Chief of Police.

Employees who have received internal promotions, if assigned to a salary step in the new classification salary range offering a minimum five percent (5%) salary increase, shall be eligible for a step increase upon successful completion of twelve (12) months in the new position. If employees are placed on a higher salary step than this, based upon the recommendation of the Chief of Police and approval of the City Manager, they shall be eligible to advance to the next step of the new classification salary range one (1) year from the date of their promotion. This promotion date shall also become the employee's new salary review date for purposes of eligibility for future merit salary increases.

Section 7.3 Uniform Program

The Uniform Program is for sworn personnel only.

The purpose of this Uniform Program is to provide uniforms to those personnel who are required to perform duties that require identifying uniforms. All identifying patches, badges, etc., purchased by the City for an employee must be returned to the City when an employee terminates City employment. To make the program effective, all eligible employees shall be required, as a condition of their employment, to participate in accordance with this policy. All personnel required under the program to wear uniforms must comply with departmental rules and regulations.

A. Sworn Police Personnel

Sworn police personnel shall receive a uniform allowance of nine hundred dollars (\$900.00) per year payable in two equal increments of four hundred fifty dollars (\$450.00) each according to the following payment schedule:

\$450.00 in the first pay period of the fiscal year; and
\$450.00 in the final pay period of the calendar year.

New employees shall receive one uniform allowance increment initially upon appointment and unless the new employee commences employment on the start of a fiscal year, the uniform allowance for that initial increment shall be pro-rated.

Section 7.4 Deferred Compensation Plan

At least one (1) deferred compensation plan shall be offered by the City and made available to all employees in this unit, which provides for tax-deferred savings and/or a retirement supplement. Employee deposits into such plan(s) shall be made by payroll deduction and at monetary levels of the employee's choice, subject to the maximum(s) allowed according to Internal Revenue Service (IRS) regulations and laws.

Section 7.5 Sick Leave Incentive

Sworn members of the CPOA will be awarded an additional four (4) hours of vacation time for every three (3) consecutive months during which sick leave was not used by the member after one's accrual of two hundred forty (240) hours of sick leave time.

Any officer who believes he or she is eligible for the sick leave incentive under the terms of Section 7.5 shall submit a written request with one's payroll time card to Payroll staff in the Finance Department requesting the incentive hours to be awarded. The written request shall specify the beginning and ending dates of the quarter for which the incentive is being sought.

Payroll staff will then verify the officer's eligibility by checking the officer's most recent quarter's sick leave usage.

If, in fact, the requesting officer is eligible for the incentive, Payroll staff will then credit the requesting officer's earned vacation bank with the appropriate amount of incentive hours. If the requesting officer is ineligible for the incentive due to sick leave usage during the quarter indicated, Payroll staff will so notify the requesting officer accordingly noting the date of sick leave usage(s).

A "month" for purposes of sick leave incentive under Section 7.5 begins on the first calendar day of the month and ends on the last calendar day of the month.

Requests for incentive hours pursuant to Section 7.5 must be submitted on or before the end of the third month following the end of the quarter for which the incentive is sought. {For example, if the quarter for which the incentive is sought is for January 1 through March 31, the request for the incentive must be submitted to Payroll on or before June 30.} Any potential incentive hours not timely requested shall be deemed void and eligibility for them waived.

Section 7.6 Educational Incentive Program

The City shall pay an educational incentive for job-related P.O.S.T. certificates obtained by the employee which exceed the normal established job requirements for the classification held by the affected sworn police employee. Eligible employees shall be compensated as follows:

P.O.S.T. Intermediate Certificate	\$1,200/Year	<u>or</u>
P.O.S.T. Advanced Certificate	\$2,160/Year	

The monetary equivalent of this education incentive pay is disbursed to an eligible employee in the form of one's hourly wage basis through the City's bi-weekly pay cycle, pursuant to the federal Fair Labor Standards Act (FLSA)

If an employee qualifies for an incentive in one classification but is assigned to another classification that *requires* the P.O.S.T. certificate presently earned, the employee is no longer eligible to receive the associated incentive pay.

Payment of the incentive shall be subject to the approval of the City Manager. The following criteria will be used to determine an employee's eligibility for and/or continued eligibility in the incentive program:

- A. An employee must have successfully completed his/her probationary period of eighteen (18) months prior to becoming eligible for this educational incentive program.
- B. It will be the responsibility of the immediate supervisor or the Chief of Police to notify the City Manager of an employee's eligibility in this incentive program, using the applicable City Personnel Action Form, and secure the City Manager's approval. Once approved, it will be the responsibility of the immediate supervisor or the Chief of Police to notify the City payroll department, using the applicable City Personnel Action Form with the required approval signatures, at the beginning of the pay period in which the incentive pay will be paid as to the affected employee.

This educational incentive pay is separate and distinct from the base salary compensation for each classification for purpose of calculating salary advancements.

Section 7.7 Special Duty Assignments

A. Field Training Officer (FTO)

City agrees to pay a five percent (5%) premium to employees within the CPOA who are assigned by the Chief of Police to the training of new, full-time, regular employees and Reserves, based on a training plan and schedule approved by the Chief of Police. FTO premium will be paid only for those hours for which the assigned trainer has been actually provided the field training.

It is the intent of this provision that assignments involving training shall not be assigned for less than one (1) work shift.

Section 7.8 Working In A Higher Classification

An employee covered by this MOU who is assigned to work in a position of a higher classification shall be paid an additional five (5) percent of his or her current salary for the time the employee works in the higher classification. Such assignments to a higher classification shall be approved by the Chief of Police and City Manager. This provision does not apply to employees performing higher duties as a result of a written training program.

Salary adjustments under this section shall not be retroactive.

Section 7.9 Shift Differential

Sworn officers regularly assigned to Graveyard Shift shall receive an additional four (4) percent compensation above base pay for hours worked on the Graveyard Shift. Regularly assigned to a Graveyard Shift shall mean a sworn officer who is assigned to work between the hours of 2100 to 0700 for at least four (4) days per week.

Sworn officers regularly assigned to Swing Shift shall receive an additional two and one-half (2.5) percent compensation above base pay for hours worked on a Swing Shift. Regularly assigned to a Swing Shift shall mean a sworn officer who is assigned to work between the hours of 1400 to 2400, or 1700 to 0300 for at least four (4) days per week.

Hours not worked on the officer's regularly assigned shift are compensable at base pay. This provision includes off hours such as paid and unpaid leave.

Both parties acknowledge and agree the current language in the MOU does not adequately or properly address shift differential pay reflecting an assigned shift scheduled for an employee working a 10-hour or 12-hour work period. During the term of this agreement, the City and the CPOA agree to mutually consider and agree upon prospective terms and conditions of this Section for potential revision to address 8-hour, 10-hour and 12-hour work shifts.

ARTICLE 8: MEDICAL AND DENTAL INSURANCE PREMIUMS

Section 8.1 City Contribution To Premiums

The maximum monthly City premium contribution for combined medical and/or dental insurance coverage for sworn personnel shall be paid by the City during the term of this MOU in accord with the following employee subscription enrollment schedules.

A. The City's maximum monthly contribution will be as follows:

No Enrollment/Unused Benefit (enrollments after 30 June 2010): \$ -0-

No Enrollment/Unused Benefit (existing eligible employees): \$ 250.00/mo.
(Provided proof of similar medical and dental coverage is available to the employee
is placed and maintained via another qualified third party insurance provider. Ref. Section 8.2).

Employee Only \$ 767.57 per month.

Employee + 1 Enrolled Dependent \$1,355.57 per month.

Employee + 2 or more Enrolled Dependents \$1,774.77 per month.

Section 8.2 Member Enrollment in Medical and/or Dental Insurance

The City will contract to provide medical and dental insurance coverage for all full-time regular employees and their enrolled dependents. Any premium in excess of the maximum amount contributed by the City as outlined in Section 8.1 above shall be the responsibility of the individual employee, to be paid through City bi-weekly payroll deductions.

Employees may elect to decline City-provided medical and/or dental coverage only in cases when the employee is covered under an alternate third party insurance plan. Proof of insurance is required. For employees authorized to decline City-provided medical and/or dental coverage, the City will contribute a monthly amount up to the maximum monthly premium cap outlined in Section 8.1 above under "No Enrollment". The employee may elect to place said "No Enrollment" monies into a City-approved deferred compensation plan, to the employee's Flexible Spending Account (FSA – medical), or may receive the monies as taxable income, each prorated amount disbursed bi-weekly at the employee's designated option and in accord with applicable IRS regulations.

Those employees whose monthly expense for their enrolled subscription in City-secured medical and/or dental insurance is less than the maximum amounts listed in Section 8.1 may also elect to place Unused Benefit residual monies into a City-approved deferred compensation plan, to the employee's Flexible Spending Account (FSA – medical), or may receive the monies as taxable income, each prorated amount disbursed bi-weekly at the employee's designated option and in accord with applicable IRS regulations.

In no case shall an employee's Unused Benefit residual payout exceed the maximum of \$250.00 per month.

Section 8.3 Short Term and Long Term Disability Insurance

The City shall provide and pay for short term (STD) and long term disability (LTD) insurance(s) in behalf of each employee of this unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

Section 8.4 Term Life/Accidental Death/Dismemberment Insurance

The City will contract and pay for the full premium to enroll each permanent full-time and part-time employee in a \$50,000 face amount of term life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.

ARTICLE 9: RETIREMENT SYSTEM

The City is a member of the California Public Employee's Retirement System, hereinafter referred to as "CalPERS". All regular full and part time employees of this Unit are required to be members of this retirement system.

Section 9.1 Classic Tier I Employees

All regular full-time and regular part-time employees of this Unit hired before 01 July 2010 are considered "Classic Tier I" participating members of CalPERS. By contract, the City and eligible employees in this Unit are participating members of the "3% at age 55" Safety Retirement System.

For Classic Tier I eligible employees, the City shall pay the entire required Employer CalPERS rate and share for this Safety Retirement System and any increases in rate thereof during the term of this MOU, as well as cover the cost of administration. The parties agree the present Employee's full CalPERS contribution rate under this Tier 1 Plan is a total of nine percent (9%).

Effective 06 July 2015, each Classic Tier 1 eligible member shall commence paying three percent (3%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall also pay six percent (6%) of the Employee's CalPERS rate.

Effective 04 July 2016, each Classic Tier 1 eligible member shall commence paying six percent (6%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall also pay three percent (3%) of the Employee's CalPERS rate.

Effective 03 July 2017, each Classic Tier 1 eligible member shall commence paying the full nine percent (9%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall not pay any portion of the Employee's CalPERS rate.

Section 9.2 Classic Tier II Employees

All regular full-time and regular part-time employees of this Unit hired on or after 01 July 2010, plus any new employee of this Unit that was a participating member with an employer enrolled in a CalPERS "Classic" pension system and whom did not experience a break in employment service longer than six (6) months, are each considered City "Classic Tier II" employees and are required to be participating members in CalPERS. The City shall contract with CalPERS and enroll said eligible employees in this hiring category in the CalPERS "2% at age 50" Local Public Safety retirement plan.

The City shall pay the entire (100%) required Employer CalPERS rate for this Classic Tier II "2% at age 50" Retirement Plan and employee shall pay the entire (100%) required Employee share CalPERS rate. For the purpose of calculating eligible retirement pension, the "2% at age 50" Plan shall be the average of the highest three (3) years of eligible compensation paid to the Employee.

Section 9.3 PEPRA Tier III Employees

A Public Employee Pension Reform Act ("PEPRA") or City "Tier III" employee for retirement purposes is any new member of this Unit who becomes a member of CalPERS for the first time on or after 01 January 2013, and who was not a member of another California public retirement system prior to that date, and who is not subject to reciprocity with another California public retirement system. Eligible employees of the City's "Tier III" Retirement Plan are enrolled as members of the Local Public Safety retirement plan of "2.7% at age 57".

Under PEPRA, Unit members of the Tier III Retirement Plan must contribute fifty percent (50%) of the total Normal Cost, as defined and calculated by CalPERS, as the Employee Share.

Section 9.4 Survivor Benefit Program

The City agrees to contract for the CalPERS 1959 Survivor Benefit Program – Fourth Level, and provide the annual employer cost for this contracted retirement benefit. Employees of this unit shall be solely responsible for the employee monthly cost for this added contractual benefit, payable through mandatory City payroll deductions.

ARTICLE 10: HOLIDAYS AND LEAVES

Section 10.1 City Designated Holidays

The City designates the following Holidays in each calendar year with the closure of City Hall and pedestrian traffic and normal telephone calls to the Clayton Police Station:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Day

Section 10.2 Holiday Pay

A member of this Unit whose work assignment requires one to work a City designated Holiday shall receive one's regular pay, and provided that member works at least four (4) hours of that Holiday, that member will be paid eight (8) additional hours of pay for having to work that Holiday during that pay period. A member of this Unit not working any hours of that Holiday during that pay period shall receive zero (\$0) pay for that Holiday. A member of this Unit working less than four (4) hours on a Holiday shall receive one's regular pay for the hours actually worked during that pay period.

Section 10.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 10.1, all members of this unit shall receive twenty-four (24) hours of Personal Leave for each fiscal year. Said leave hours shall be taken at the employee's discretion, with the consent of the supervisor. If Personal Leave hours are not taken or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited.

Section 10.4 Vacation Leave

Permanent, regular employees shall be entitled to annual vacation leave with pay as earned.

A. Vacation leave credit for an 80-hour biweekly work week employee shall be accrued on the following basis, subject to a not-to-exceed accrual cap of eighteen (18) times one's current monthly accrual rate ("the cap"):

1. 6.67 hours per month from the date of initial hire through month 24.
2. 8.00 hours per month from month 25 through month 48.
3. 10.00 hours per month from month 49 through month 96.
4. 13.33 hours per month from month 97 through month 180.
5. 16.67 hours per month from month 181 and beyond.

An employee having earned an accrued, unused vacation leave hour balance above eighteen (18) times one's current monthly accrual cap as of 24 July 2011 is hereafter ineligible to accrue further vacation leave hours until such time said employee's accrued, unused vacation leave hours balance drops below the eighteen (18) times cap, and thereafter may again accrue further vacation leave hours only to the extent such accrual balance never exceeds the employee's eighteen (18) times applicable cap.

B. Vacation leave credit for regular full-time employees working less than an eighty (80) hour biweekly work week shall be credited as in paragraph "A" above on a pro-rata basis based on the number of hours worked per week.

- C. Vacation leave must be used in increments of one-quarter (0.25) hour or more.
- D. Vacation leave may be taken as earned but must be requested in writing as far in advance as possible. Vacation leave scheduling is subject to the approval of the Chief of Police, based on labor deployment requirements.
- E. In the event one or more observed holidays fall within the vacation leave of an employee, such holiday shall not be charged as vacation leave, and the vacation leave may be extended accordingly.
- F. Upon leave of City employment, an employee will be paid for all accrued, unused vacation leave hours up to and including the maximum cap of eighteen (18) times one's current monthly accrual rate. An employee who earned and thereafter maintained an accrued, unused vacation leave hour balance in excess of eighteen (18) times one's current monthly accrual rate as of 24 July 2011 will be paid for all accrued, unused vacation leave hours upon leave of City employment.

Section 10.6 Sick Leave

Sick leave is earned at the rate of eight (8) hours for each month worked. Maximum accrual will be unlimited. Unused sick leave will not be paid upon separation from City employment.

Sick leave may generally be used for any illness, injury, medical or dental appointment/treatment, or disability (including pregnancy and childbirth) of the employee. Sick leave may also be used for illness or injury of the employee's immediate family; however, absences for family leave purposes in excess of one (1) week (or a cumulative two [2] weeks in any calendar year) must be approved by the City Manager. A physician's report may be required for extended periods of sick leave usage, or if in the determination of the City Manager, the employee exhibits greater than average, or unusual patterns or circumstances in the use of sick leave.

Up to three (3) days of sick leave may be used to attend funerals of close family members, with the approval of the City Manager.

Members of this unit are entitled to certain disability benefits as defined by state law, and may not therefore use sick leave for on-the-job injuries or illnesses. Further, any unused sick leave shall not extend the retirement date of an employee who has been granted a disability retirement, notwithstanding the provisions of CA Government Code Section 21025.2

Employees may use accrued sick leave for non work-related disabilities up to the effective or commencement date of short-term or long-term disability benefits.

Employees unable to return to work within six (6) months of the date of disability (non work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state law.

Up to twenty-four (24) hours of accrued paid sick leave may be used as Bereavement Leave per occasion to attend the funeral of a close family member, with approval of the City Manager.

ARTICLE 11: HOURS OF WORK, WORK PERIODS AND PAY PERIODS

Section 11.1 Standard Work Assignment

The standard work assignment shall be eighty (80) hours in a two week pay period.

Section 11.2 Shifts

Regular shifts consist of 8, 10, or 12 hours of work per day, as assigned. Paid work time begins at the start of a shift (e.g. a 6am to 6pm shift begins at 6:00am). Each employee assigned to a shift must have completed changing his or her clothes (uniform, boots, vest, and belt, etc.) and be able and ready to begin work by the beginning of the shift). Each time an assigned work shift schedule is established or altered for members of this unit, the Chief of Police is responsible to so inform the Payroll/Finance Department accordingly, pursuant to the federal Fair Labor Standards Act.

Section 11.3 Pay Periods

The pay period for all employees shall be bi-weekly. The pay period is from 12:00 a.m. Monday through 12:00 midnight Sunday. There are twenty-six (26) pay periods in a fiscal year from July 1st through June 30th. Time sheets are due to Payroll at the start of the day work shift the Monday following the close of the pay period on Sunday. City pay checks are available and distributed on the Wednesday following the close of a pay period.

Note: From time to time, Payroll deadlines for submittal of time sheets and actual pay day may be altered due to designated City holidays. Payroll will notify all employees in advance when these circumstances arise. The time sheet deadline may be adjusted as needed to meet City payroll deadlines. Employees required to estimate hours worked due to an early time sheet deadline shall do so based on an employee's normally-assigned work schedule.

ARTICLE 12: OVERTIME

Section 12.1 Regular Overtime

The City will compensate eligible regular employees for each one-quarter hour (0.25) of overtime worked at a rate of one and one-half times (1.5) the employee's base hourly

rate including applicable FLSA-required compensation. Overtime is defined as hours worked in excess of eighty (80) hours per pay period, or hours worked in excess of a regularly scheduled shift. Employees working partial or reduced shifts will not be eligible for overtime until the hours worked exceed the regular shift hours noted in Section 11.2. Authorization of the employee's supervisor must be obtained prior to the working of overtime hours, except in emergency situations. Compensation for overtime shall be in the form of cash payment, or if requested by the employee and approved by the Chief of Police, in the form of compensatory time off (CTO) that shall also accrue at the rate of one and one-half (1.5) times the actual overtime hours worked.

For purposes of overtime and compensatory time calculations, all paid leave shall be considered as hours worked.

Section 12.2 Compensatory Time Off

A maximum of one hundred fifty (150) hours of compensatory time off (CTO) may be accrued by each employee, except when approved by the City Manager for a recognized or specific operational need or situation. Whenever possible and in the discretion of the immediate supervisor or Chief of Police, overtime shall be compensated with compensatory time off. Compensatory time off may be used by written request of the employee filed three (3) days in advance with the appropriate supervisor or the Chief of Police. Management will make every effort to comply with time off requests of the employee and shall not arbitrarily assign employees to compensatory time off. Upon leaving City employment, the employee will be paid for all accrued, unused compensatory time.

Section 12.3 Call-Out Pay

In the event an employee is called out for emergency duty, the employee will receive compensation at a rate of one and one-half (1.5) times the employee's regularly hourly rate. When an employee is called to duty more than forty-five (45) minutes prior to one's normal work shift, or is called back to duty after leaving work following a normal work shift, the employee will be compensated a minimum of three (3) hours of overtime pay.

Call-out time shall be defined as time worked by the employee, in excess of forty (40) hours per week, which time is not an extension of the normal work day or for which the employee has not been notified at least twenty-four (24) hours in advance. Call-out shall occur only when there has been a break in work service, i.e., the employee has left work for the day and is required to return to duty. In addition, weekend work for which the employee has been notified at least twenty-four (24) hours in advance shall not be considered call-out time. Attendance at regularly-scheduled meetings held after normal working hours that are recognized as part of the job duties of an individual employee shall not be recognized a call-out time.

Section 12.4 Court Time and Appearances

- A. Sworn employees of this unit shall receive overtime pay for each hour they are required to, as a direct result of their City employment, and actually appear in court during their off-duty hours, yet said pay shall not be less than four (4) hours of overtime, except as provided below.
- B. Sworn employees shall receive regular compensation (straight time) for appearing in court during their regular work hours when such appearance is a direct result of their City employment.
- C. Sworn employees shall receive overtime pay only for each hour they actually appear in court, as a direct result of their City employment, while off-duty but within four (4) hours prior to the start of their work shift, yet shall not receive the guaranteed minimum of four (4) hours overtime as provided in "A" above.
- D. Sworn employees required to appear in court commencing at a time less than one-half ($\frac{1}{2}$) hour following the end of his/her shift regardless of the length of the work shift, and said appearance is due to the employee's City employment, shall be paid overtime only for the time he/she actually appears in court, and shall not be paid the guaranteed four (4) hours minimum of overtime as provided in "A" above.

Sworn employees required to present criminal cases in person to the local district attorney's office during regularly-scheduled time off shall receive overtime pay as provided for in Section 12.4 above. The administrative sergeant responsible for assigning the filing of such criminal cases shall first endeavor to require such assignments to be conducted by sworn employees during one's work shift, and shall only make such assignments to off-duty personnel when no other reasonable alternative exists.

ARTICLE 13: RESIDENCY REQUIREMENT

Each member of this unit shall maintain their principal residence at all times within a fifty (50)-mile radius of the City of Clayton Police Department headquarters.

Upon recommendation from the Chief of Police, the City Manager may grant exception to this residency requirement when special circumstances or hardships warrant, and may condition such exception as the City Manager deems appropriate and consistent with the purpose of this requirement to insure rapid public safety response time to emergency and disaster situations within the city.

ARTICLE 14: CLASSIFICATION AND COMPENSATION PLANS

Each position with the City shall be allocated to its appropriate classification on the basis of assigned job duties and responsibilities such that the same qualifications may be reasonably required for and the same schedule of pay may be equitably applied to all positions in the same classification. Positions may, from time to time, be reclassified on the basis of changes in or re-evaluation of the duties and responsibilities of the positions.

ARTICLE 15: LAYOFF PROCEDURE

Section 15.1 Purpose

The purpose of this section is to provide a fair and equitable basis for the reduction of personnel when this action becomes necessary in a department comprised of members of this unit or in the total work force of the City. In such circumstances, the City will make every effort to assist those employees who may be subject to layoff due to lack of work or a similarly compelling reason. Assistance will be made available through utilizing existing vacancies elsewhere in the department or work force, if any, to the fullest extent possible to relocate affected employees. In addition, contact will be made with other employees to refer those employees who are unable to be placed in other City vacancies.

Section 15.2 Causes

The Chief of Police may layoff an employee in the classified service because of shortage of work or budgeted funds. In addition, for the interest of economy or because the necessity for the position or employment involved no longer exists, the City Manager may request, and the City Council may concur, to abolish any position or employment in the classified service and discharge, transfer or demote the employee or officer holding such position or employment.

Section 15.3 Procedure

- A. When a reduction in personnel is anticipated, the Personnel Officer or his/her designee shall notify the CPOA in writing forty-five (45) calendar days before the effective date of the layoff with the reasons thereof.
- B. The Personnel Officer, or his/her designee, shall determine what openings exist in the same classification in other departments so the affected employee(s) may be considered for transfer or relocation. The employee(s) may be considered for transfer or relocation into a lower classification, where practicable, prior to affecting layoff.
- C. If transfer or demotion is not practicable, the affected employee, upon layoff, shall be placed on the appropriate re-employment list as provided for by this Section.

- D. Provisional employees of the affected classification(s) shall be laid off prior to the layoff of a probationary or permanent employee.
- E. Probationary employees in the affected classification(s) shall be laid off prior to the layoff of a permanent employee.
- F. Permanent employees shall be designated for layoff based on an evaluation of all employees in the same classification. Such evaluation will include work assignment, certification, education and seniority.
- G. The names of probationary and permanent employees who have been laid off shall be placed upon re-employment lists for classification(s) which, in the opinion of the Personnel Officer, require basically the same qualifications, duties and responsibilities of the classification(s) from which the layoff was made. Re-employment lists will be maintained and valid for a period of one (1) year following the effective date of that layoff.
- H. In filling vacancies, eligible individuals on the re-employment lists take precedence over eligible individuals on any other list for the same classification.

ARTICLE 16: DISCIPLINARY PROCESS

A Letter of Reprimand is not a disciplinary matter subject to an appeal process by the affected employee provided the Chief of Police approves in writing the Reprimand without the affected employee's right to any hearing before the Chief. A Letter of Reprimand shall stay in the affected employee's personnel file to be purged following twelve (12) consecutive months of non-repetitive behavior or incident. The initial Reprimand issue shall not be incorporated into the affected employee's performance evaluation provided there is non-repetitive behavior or incident within the subsequent twelve (12) month time period following the Reprimand.

After the process has progressed from the investigation, recommendation for discipline, the Skelly hearing, and the City Manager's decision to impose the discipline, the next step to the appeal process is non-binding arbitration.

Any side can appeal the arbiter's ruling, but only as to the issues raised in the arbitration.

Final appeal will be to the City Council.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 17.1 Definition

A grievance is any dispute between the City and employee or employees or recognized employee organization with respect to the meaning, interpretation, application or

enforcement of the Personnel System Rules and Regulations or the Memorandum of Understanding (MOU).

Section 17.2

It is the intent of the City to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible. To accomplish this, there are time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given. Any grievance, whether initiated by the employee or the City, is subject to the time limits set herein. Failure to pursue or conduct a grievance within these time limits shall constitute said grievance to have been settled on the basis of the last timely demand or answer. The time limit set forth can only be extended by written agreement of both parties.

At each step of the grievance procedure, the City shall make available any record relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance.

Exception: Any materials which in the City Manager's discretion must, in the public or City's interest, remain confidential or which is intimate and private to the grieving employee.

Section 17.3

Any employee in the merit system shall have the right to use the grievance procedure free from restraint, discrimination, pressure or reprisal from any other employee, supervisor, department head, or representative of recognized employee organizations.

Employee shall have the right to present grievances individually or through his/her recognized employee organization. Employee shall have the right to withdraw the grievance at any step in the procedure. Employee shall have the right to designate a representative of a recognized employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of a recognized employee organization, the employee filing the grievance shall also be present during the discussion at all steps of the grievance procedure.

Section 17.4

Grievances will be processed in the following manner and within the stated time limits:

A. Step No. 1

When an employee has a grievance, he/she shall, within ten (10) working days following the occurrence of the event or the discovery of the event on which the grievance is based, prepare in writing a complete description of the grievance and submit the

grievance to his/her immediate supervisor. The employee and supervisor shall discuss the matter in private. Should the substance of the grievance by the employee be connected with actions of the immediate supervisor and/or Chief of Police, said grievance shall be filed with the Personnel Officer.

The supervisor, Chief of Police, and/or Personnel Officer shall make a thorough investigation of the reported grievance and render his/her/their decision within three (3) working days. The decision shall be made in writing to the aggrieved employee.

Most grievances should be solved at the employee – supervisor level.

B. Step No. 2

If the employee is not satisfied with the decision of his/her supervisor, Chief of Police, and/or Personnel Officer in Step No. 1 above, he/she has the right to appeal the decision to the next higher level of supervision. The aggrieved employee, either individually or by instructing the chosen representative of the recognized employee organization, must prepare a written appeal or must file said appeal within ten (10) working days after the applicable decision is rendered to the next level of supervision.

At this Step of the grievance procedure, the supervisor or employee, individually or through his/her designated recognized employee organization representative, shall have the opportunity to provide evidence from witnesses. In this Step, the management person receiving the appeal shall make a thorough investigation of the reported grievance and shall render his/her decision in writing within five (5) working days of concluding the investigation, but not longer than fifteen (15) working days from the receipt of the appeal.

C. Step No. 3

If the aggrieved employee is not satisfied with the decision made on his/her appeal at the level of management specified in Step No. 2, he/she has the right of appeal to the City Manager. The aggrieved employee, either individually or by instructing his/her chosen representative from a recognized employee organization, shall submit in writing an appeal to the City Manager within ten (10) working days of the date of the decision rendered by the management person in Step No. 2.

The written appeal shall include a detailed statement of the grievance. The City Manager shall arrange a prompt hearing of the grievance. Following the close of the hearing before the City Manager, the City Manager shall make a thorough investigation of the reported grievance and render his decision in writing to the aggrieved employee within five (5) working days after the close of the hearing. The City Council is given a copy of the City Manager's decision, and the City may initiate its own grievances at this step of the grievance procedure.

D. Step No. 4

If the aggrieved employee, or City, is not satisfied with the decision of the City Manager in Step No. 3, and wish to appeal the decision, the aggrieved employee, either individually or by instructing his/her designated representative of a recognized employee organization, can appeal the decision in writing to the Personnel Board (City Council) within ten (10) days of the City Manager's decision.

Decisions of the Personnel Board (City Council) pursuant to this grievance procedure will be final and binding.

ARTICLE 18: JOINT LABOR/MANAGEMENT SAFETY COMMITTEE

Section 18.1

The City shall attempt to provide a safe and healthy work place for all City employees. The CPOA supports the creation of a safe working environment.

Section 18.2

The City will establish and maintain an Employee Safety Committee. Not less than two (2) members of the committee shall be appointed from the Clayton Police Department, one (1) of which shall be named by the CPOA.

Section 18.3

Employees required to attend mandatory safety meetings will be compensated according to the provisions of this MOU.

ARTICLE 19: SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring laws. Neither party shall, during the term of this MOU, demand any change therein nor shall either party be required to negotiate with respect to any other matter, provided that nothing herein shall prohibit the parties from changing the terms and conditions of this MOU by mutual consent and agreement.

ARTICLE 20: TERM

Except as indicated herein, this MOU shall be effective commencing 01 July 2015 and continue through 30 June 2018.

IN WITNESS THEREOF, this MOU is entered into by the following authorized representatives this 26th day of June 2015 pursuant to the provisions of CA Government Code Section 3500, et. seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON POLICE OFFICERS ASSOCIATION (CPOA)

By: 
Rich Enea, II, CPOA President

By: 
Tim Marchut, CPOA Vice President

By: 
Brayton "Bud" Stone, CPOA Labor Consultant

CITY OF CLAYTON, CA (CITY)

By: 
Gary Napper, City Manager

#####

RED-LINED

COPY OF

MOU

(ATTACHMENT 3)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CLAYTON AND THE CLAYTON
POLICE OFFICERS' ASSOCIATION**

ARTICLE 1: PREAMBLE

This Memorandum of Understanding, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and the Clayton Police Officers' Association, hereinafter referred to as "CPOA", the recognized employee organization for sworn police personnel, excepting the Chief of Police, is hereby effective ~~015 JulyMay 2015~~⁴ through ~~3004 JuneMay 2018~~⁵.

It is the intent and purpose of the Memorandum of Understanding, hereinafter referred to as "MOU", to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the CPOA.

ARTICLE 2: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is, for any reason, held to be illegal or unconstitutional, such holding shall not affect the validity of the remaining portions of this MOU.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1

Except as otherwise specifically provided and subject to applicable laws, the City has and retains sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the nature, standards, and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the City, including the methods, means, and numbers and kinds of personnel by which the City operations are to be conducted.
- C. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.
- D. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice.

E. To discharge, suspend, demote, reprimand, withhold merit increases or otherwise discipline employees in accordance with applicable law.

F. To determine policies, procedures, and standards affecting the selection, training, and promotion of employees.

G. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances, and the procedures for said assessment.

H. To determine the assignment of specific personnel and the duration of each assignment for the day watch "Administrative Sergeant" at the sole discretion of the Chief of Police, which assignment and its term are not subject to grievance, disciplinary appeal or any applicable loss in compensation, organizational status or rank; its operation herein is not subject to the *White* decision.

Section 3.2

CPOA recognizes the City has and will continue to retain the unilateral and exclusive right to operate, administer, and manage its municipal services and work force, performing those services in all respects subject to this MOU.

ARTICLE 4: ASSOCIATION AND EMPLOYEE RIGHTS

Section 4.1

The City recognizes the employees' rights to self-organization and to be represented by employee organizations of their own choosing as set forth in Chapter 10, Division 4 of the Government Code of the State of California.

Section 4.2

CPOA is entitled to use non-public area bulletin boards on City property for the purpose of posting notices of meetings and other official CPOA business with the understanding that material derogatory to or of the City will not be posted.

Section 4.3

CPOA representatives will be permitted access to work locations to confer with City employee members on matters of employer – employee relationship but not such internal employee organization business as soliciting membership, campaigning for office, and the organization meetings and elections. Such representatives shall not interfere with the efficiency, safety and security of City operations or in any way interfere with work in progress.

Section 4.4

City will provide to CPOA certain meeting space outside normal working hours, provided such space is available. Requests for use of facilities shall be made in advance and approved by the City.

Section 4.5 Personnel Files.

The City's secured personnel files, maintained in the City offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 5: UNIT DESCRIPTION

Section 5.1

The following job classifications are represented by the CPOA and are members of this unit:

Job Classifications – Sworn Personnel
Police Sergeant
Police Officer

ARTICLE 6: DUES DEDUCTION

City shall provide payroll deductions of membership dues and legal assistance plan sponsored by CPOA/PORAC, upon the written authorization of employees described in Article 5 above and on forms provided by the City. The provision of such service to CPOA by the City shall be contingent upon and in accordance with the provisions of City ordinances, resolutions, memoranda of understanding, and applicable administrative procedures.

ARTICLE 7: COMPENSATION

Section 7.1 Wages.

A. Effective ~~065~~ ~~July~~ ~~May~~ 201~~5~~~~4~~, the monthly base salary ranges for the following classifications shall be:

<u>Classification</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Police Sergeant	5693474	5978748		6277935	
	6591337	6920654			
Police Officer	4845659	50884892		5342137	
	5609393	5890663			

B Effective 04 July 2016, the monthly base salary ranges for the following classifications shall be:

Classification	A	B	C	D	E
Police Sergeant	5921	6217	6528	6854	7197
Police Officer	5039	5291	5556	5833	6125

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C Effective 03 July 2017, the monthly base salary ranges for the following classifications shall be:

Classification	A	B	C	D	E
Police Sergeant	6158	6466	6789	7128	7485
Police Officer	5241	5503	5778	6067	6370

Section 7.2 Salary Advancement

Assigned salary ranges normally contain five (5) steps, A through E. Employees move through these salary steps subject to satisfactory performance. Step "A" is an at-will eighteen (18) month probationary position.

Regular employees shall be eligible for step salary advancement consideration as follows:

1. To the "B" rate of the salary step schedule after successful completion of eighteen (18) months at the "A" rate. The date of this increase shall become the employee's salary review date for purposes of eligibility for future merit step increases.
2. To the "C" rate of the salary step schedule after successful completion of one (1) year at the "B" rate.
3. To the "D" rate of the salary step schedule after successful completion of one (1) year at the "C" rate.
4. To the "E" rate of the salary step schedule after successful completion of one (1) year at the "D" rate.

When an employee (except laterals) is hired at a salary rate other than Step "A" of the salary step schedule assigned to the classification, the employee shall be eligible for a

step increase eighteen (18) months from the date of employment, and this date shall become the employee's salary review date for purposes of eligibility for future merit increases. Thereafter, the above merit pay procedure shall be followed. Laterals will remain at a twelve (12) month probation period and be eligible to receive a salary step increase after twelve (12) months of full time services.

Salary advancements are granted for continued meritorious and efficient service, and after continued improvements in assigned tasks, in conjunction with performance appraisal procedures. Recommendations for salary advancement are initiated by immediate supervisors and are then forwarded to the Chief of Police for acceptance. These recommendations are then transmitted to the City Manager for approval.

Salary step advancements are not guaranteed. When an employee is denied a merit step increase, the employee shall be informed of such and the reasons therefore in writing. The employee shall be reconsidered for advancement within six (6) months, and if still denied at that time, may be reconsidered for advancement at any subsequent time recommended by the Chief of Police.

Employees who have received internal promotions, if assigned to a salary step in the new classification salary range offering a minimum five percent (5%) salary increase, shall be eligible for a step increase upon successful completion of twelve (12) months in the new position. If employees are placed on a higher salary step than this, based upon the recommendation of the Chief of Police and approval of the City Manager, they shall be eligible to advance to the next step of the new classification salary range one (1) year from the date of their promotion. This promotion date shall also become the employee's new salary review date for purposes of eligibility for future merit salary increases.

Section 7.3 Uniform Program

The Uniform Program is for sworn personnel only.

The purpose of this Uniform Program is to provide uniforms to those personnel who are required to perform duties that require identifying uniforms. All identifying patches, badges, etc., purchased by the City for an employee must be returned to the City when an employee terminates City employment. To make the program effective, all eligible employees shall be required, as a condition of their employment, to participate in accordance with this policy. All personnel required under the program to wear uniforms must comply with departmental rules and regulations.

A. Sworn Police Personnel

Sworn police personnel shall receive a uniform allowance of nine hundred dollars (\$900.00) per year payable in two equal increments of four hundred fifty dollars (\$450.00) each according to the following payment schedule:

\$450.00 in the first pay period of the fiscal year; and

\$450.00 in the final pay period of the calendar year.

New employees shall receive one uniform allowance increment initially upon appointment and unless the new employee commences employment on the start of a fiscal year, the uniform allowance for that initial increment shall be pro-rated.

Section 7.4- Deferred Compensation Plan

At least one (1) deferred compensation plan shall be offered by the City and made available to all employees in this unit, which provides for tax-deferred savings and/or a retirement supplement. Employee deposits into such plan(s) shall be made by payroll deduction and at monetary levels of the employee's choice, subject to the maximum(s) allowed according to Internal Revenue Service (IRS) regulations and laws.

Section 7.5 Sick Leave Incentive

Sworn members of the CPOA will be awarded an additional four (4) hours of vacation time for every three (3) consecutive months during which sick leave was not used by the member after one's accrual of two hundred forty (240) hours of sick leave time.

Any officer who believes he or she is eligible for the sick leave incentive under the terms of Section 7.5 shall submit a written request with one's payroll time card to Payroll staff in the Finance Department requesting the incentive hours to be awarded. The written request shall specify the beginning and ending dates of the quarter for which the incentive is being sought.

Payroll staff will then verify the officer's eligibility by checking the officer's most recent quarter's sick leave usage.

If, in fact, the requesting officer is eligible for the incentive, Payroll staff will then credit the requesting officer's earned vacation bank with the appropriate amount of incentive hours. If the requesting officer is ineligible for the incentive due to sick leave usage during the quarter indicated, Payroll staff will so notify the requesting officer accordingly noting the date of sick leave usage(s).

A "month" for purposes of sick leave incentive under Section 7.5 begins on the first calendar day of the month and ends on the last calendar day of the month.

Requests for incentive hours pursuant to Section 7.5 must be submitted on or before the end of the third month following the end of the quarter for which the incentive is sought. {For example, if the quarter for which the incentive is sought is for January 1 through March 31, the request for the incentive must be submitted to Payroll on or before June 30.} Any potential incentive hours not timely requested shall be deemed void and eligibility for them waived.

Section 7.6 Educational Incentive Program

The City shall pay an educational incentive for job-related P.O.S.T. certificates obtained by the employee which exceed the normal established job requirements for the classification held by the affected sworn police employee. Eligible employees shall be compensated as follows:

P.O.S.T. Intermediate Certificate	\$1,200/Year	<u>or</u>
P.O.S.T. Advanced Certificate	\$2,160/Year	

The monetary equivalent of this education incentive pay is disbursed to an eligible employee in the form of one's hourly wage basis through the City's bi-weekly pay cycle, pursuant to the federal Fair Labor Standards Act (FLSA)

If an employee qualifies for an incentive in one classification but is assigned to another classification that *requires* the P.O.S.T. certificate presently earned, the employee is no longer eligible to receive the associated incentive pay.

Payment of the incentive shall be subject to the approval of the City Manager. The following criteria will be used to determine an employee's eligibility for and/or continued eligibility in the incentive program:

- A. An employee must have successfully completed his/her probationary period of eighteen (18) months prior to becoming eligible for this educational incentive program.
- B. It will be the responsibility of the immediate supervisor or the Chief of Police to notify the City Manager of an employee's eligibility in this incentive program, using the applicable City Personnel Action Form, and secure the City Manager's approval. Once approved, it will be the responsibility of the immediate supervisor or the Chief of Police to notify the City payroll department, using the applicable City Personnel Action Form with the required approval signatures, at the beginning of the pay period in which the incentive pay will be paid as to the affected employee.

This educational incentive pay is separate and distinct from the base salary compensation for each classification for purpose of calculating salary advancements.

Section 7.7 Special Duty Assignments

A. Field Training Officer (FTO)

City agrees to pay a five percent (5%) premium to employees within the CPOA who are assigned by the Chief of Police to the training of new, full-time, regular employees and Reserves, based on a training plan and schedule approved by the Chief of Police. FTO premium will be paid only for those hours for which the assigned trainer has been actually provided the field training.

It is the intent of this provision that assignments involving training shall not be assigned for less than one (1) work shift.

Section 7.8 Working In A Higher Classification

An employee covered by this MOU who is assigned to work in a position of a higher classification shall be paid an additional five (5) percent of his or her current salary for the time the employee works in the higher classification. Such assignments to a higher classification shall be approved by the Chief of Police and City Manager. This provision does not apply to employees performing higher duties as a result of a written training program.

Salary adjustments under this section shall not be retroactive.

Section 7.9 Shift Differential

Sworn officers regularly assigned to Graveyard Shift shall receive an additional four (4) percent compensation above base pay for hours worked on the Graveyard Shift. Regularly assigned to a Graveyard Shift shall mean a sworn officer who is assigned to work between the hours of 2100 to 0700 for at least four (4) days per week.

Sworn officers regularly assigned to Swing Shift shall receive an additional two and one-half (2.5) percent compensation above base pay for hours worked on a Swing Shift. Regularly assigned to a Swing Shift shall mean a sworn officer who is assigned to work between the hours of 1400 to 2400, or 1700 to 0300 for at least four (4) days per week.

Hours not worked on the officer's regularly assigned shift are compensable at base pay. This provision includes off hours such as paid and unpaid leave.

Both parties acknowledge and agree the current language in the MOU does not adequately or properly address shift differential pay reflecting an assigned shift scheduled for an employee working a 10-hour or 12-hour work period. During the term of this agreement, the City and the CPOA agree to mutually consider and agree upon prospective terms and conditions of this Section for potential revision to address 8-hour, 10-hour and 12-hour work shifts.

ARTICLE 8: ~~MEDICAL AND DENTAL LIFE/ACCIDENTAL DEATH~~ DISMEMBERMENT INSURANCE PREMIUMS

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Section 8.1 City Contribution To Premiums

The maximum monthly City premium contribution for combined medical and/or, dental, ~~and life/accidental death/dismemberment~~ insurance coverage for sworn personnel shall be paid by the City during the term of this MOU in accord with the following employee subscription enrollment schedules. ~~Every member of this unit is required to be enrolled in and pay for the City's life/accidental death/dismemberment insurance coverage.~~

A. The City's following maximum monthly contribution will be:

<u>No Enrollment/Unused Benefit</u> (enrollments after 30 June 2010):	\$ -0- <u>\$ -0-</u>
<u>No Enrollment/Unused Benefit</u> (existing eligible employees):	\$ 250.00/mo.
(Provided proof of similar medical and dental coverage is available to the employee is placed and maintained via another qualified third party insurance provider. Ref. Section 8.2).	
<u>Employee Only</u>	\$ 767.57 per month.
<u>Employee + 1 Enrolled Dependent</u>	\$1,355.57 per month.
<u>Employee + 2 or more Enrolled Dependents</u>	\$1,774.77 per month.

Section 8.2 ~~Member Enrollment in Medical and/or Insurance, Dental Insurance, Life/Accidental Death/Dismemberment Insurance~~

The City will contract to provide medical and dental insurance coverage for all full-time regular employees and their enrolled dependents, ~~in addition to the mandatory enrollment in a \$50,000 face amount life insurance policy and the \$50,000 Accidental Death and Dismemberment Insurance coverage for each regular employee.~~ Any premium in excess of the maximum amount contributed by the City as outlined in Section 8.1 above shall be the responsibility of the individual employee, to be paid through City bi-weekly payroll deductions.

Employees may elect to decline City-provided medical and/or dental coverage only in cases when the employee is covered under an alternate third party insurance plan. Proof of insurance is required. For employees authorized to decline City-provided medical and/or dental coverage, the City will contribute a monthly amount up to the maximum monthly premium cap outlined in Section 8.1 above under "No Enrollment". The employee may elect to place said "No Enrollment" monies into a City-approved deferred compensation plan, to the employee's Flexible Spending Account (FSA – medical), or may receive the monies as taxable income, each prorated amount disbursed bi-weekly at the employee's designated option and in accord with applicable IRS regulations.

Those employees whose monthly expense for their enrolled subscription in City-secured medical ~~and/or, dental and life~~ insurance is less than the maximum amounts listed in Section 8.1 may also elect to place Unused Benefit residual monies into a City-approved deferred compensation plan, to the employee's Flexible Spending Account (FSA – medical), or may receive the monies as taxable income, each prorated amount disbursed bi-weekly at the employee's designated option and in accord with applicable IRS regulations.

In no case shall an employee's Unused Benefit residual payout exceed the maximum of \$250.00 per month.

Section 8.3 Short Term and Long Term Disability Insurance

The City shall provide and pay for short term (STD) and long term disability (LTD) insurance(s) in behalf of each employee of this unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

Section 8.4 Term Life/Accidental Death/Dismemberment Insurance

~~The City will contract and pay for the full premium to enroll each permanent full-time and part-time employee in a \$50,000 face amount of term life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.~~

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ARTICLE 9: RETIREMENT SYSTEM

The City is a member of the California Public Employee's Retirement System, hereinafter referred to as "CalPERS". All regular full and part time employees of this Unit are required to be members of this retirement system.

Section 9.1 Classic Tier I Employees

All regular full-time and regular part-time employees of this Unit hired before 01 July 2010 are considered "Classic Tier I" participating members of CalPERS. By contract, the City and eligible employees in this Unit are participating members of the "3% at age 55" Safety Retirement System.

For Classic Tier I eligible employees, the City shall pay the entire required Employer CalPERS rate and share for this Safety Retirement System and any increases in rate thereof during the term of this MOU, as well as cover the cost of administration.

~~The City will also pay the current 9% Employee CalPERS rate and share for this Safety Retirement System during the term of this MOU. The parties agree the present Employee's full CalPERS contribution rate under this Tier 1 Plan is a total of nine percent (9%).~~

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Effective 06 July 2015, each Classic Tier 1 eligible member shall commence paying three percent (3%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall also pay six percent (6%) of the Employee's CalPERS rate.

Effective 04 July 2016, each Classic Tier 1 eligible member shall commence paying six percent (6%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall also pay three percent (3%) of the Employee's CalPERS rate.

Effective 03 July 2017, each Classic Tier 1 eligible member shall commence paying the full nine percent (9%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall not pay any portion of the Employee's CalPERS rate.

Section 9.2 Classic Tier II Employees

All regular full-time and regular part-time employees of this Unit hired on or after 01 July 2010, plus any new employee of this Unit that was a participating member with an employer enrolled in a CalPERS "Classic" pension system and whom did not experience a break in employment service longer than six (6) months, are each considered City "Classic Tier II" employees and are required to be participating members in CalPERS. The City shall contract with CalPERS and enroll said eligible employees in this hiring category in the CalPERS "2% at age 50" Local Public Safety retirement plan.

The City shall pay the entire (100%) required Employer CalPERS rate for this Classic Tier II "2% at age 50" Retirement Plan and employee shall pay the entire (100%) required Employee share CalPERS rate. For the purpose of calculating eligible retirement pension, the "2% at age 50" Plan shall be the average of the highest three (3) years of eligible compensation paid to the Employee.

Section 9.3 PEPRA Tier III Employees

A Public Employee Pension Reform Act ("PEPRA") or City "Tier III" employee for retirement purposes is any new member of this Unit who becomes a member of CalPERS for the first time on or after 01 January 2013, and who was not a member of another California public retirement system prior to that date, and who is not subject to reciprocity with another California public retirement system. Eligible employees of the City's "Tier III" Retirement Plan are enrolled as members of the Local Public Safety retirement plan of "2.7% at age 57".

Under PEPRA, Unit members of the Tier III Retirement Plan must contribute fifty percent (50%) of the total Normal Cost, as defined and calculated by CalPERS, as the Employee Share.

Section 9.4 Survivor Benefit Program

The City agrees to contract for the CalPERS 1959 Survivor Benefit Program – Fourth Level, and provide the annual employer cost for this contracted retirement benefit. Employees of this unit shall be solely responsible for the employee monthly cost for this added contractual benefit, payable through mandatory City payroll deductions.

ARTICLE 10: HOLIDAYS AND LEAVES

Section 10.1 City Designated Holidays

The City designates the following Holidays in each calendar year with the closure of City Hall and pedestrian traffic and normal telephone calls to the Clayton Police Station:

New Year's Day	Martin Luther King, Jr. Day
Lincoln's Birthday	President's Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	

Section 10.2 Holiday Pay

A member of this Unit whose work assignment requires one to work a City designated Holiday shall receive one's regular pay, and provided that member works at least four (4) hours of that Holiday, that member will be paid eight (8) additional hours of pay for having to work that Holiday during that pay period. A member of this Unit not working any hours of that Holiday during that pay period shall receive zero (\$0) pay for that Holiday. A member of this Unit working less than four (4) hours on a Holiday shall receive one's regular pay for the hours actually worked during that pay period.

Section 10.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 10.1, all members of this unit shall receive twenty-four (24) hours of Personal Leave for each fiscal year. Said leave hours shall be taken at the employee's discretion, with the consent of the supervisor. If Personal Leave hours are not taken or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited.

Section 10.4 Vacation Leave

Permanent, regular employees shall be entitled to annual vacation leave with pay as earned.

A. Vacation leave credit for an 80-hour biweekly work week employee shall be accrued on the following basis, subject to a not-to-exceed accrual cap of eighteen (18) times one's current monthly accrual rate ("the cap"):

1. 6.67 hours per month from the date of initial hire through month 24.
2. 8.00 hours per month from month 25 through month 48.
3. 10.00 hours per month from month 49 through month 96.
4. 13.33 hours per month from month 97 through month 180.

5. 16.67 hours per month from month 181 and beyond.

An employee having earned an accrued, unused vacation leave hour balance above eighteen (18) times one's current monthly accrual cap as of 24 July 2011 is hereafter ineligible to accrue further vacation leave hours until such time said employee's accrued, unused vacation leave hours balance drops below the eighteen (18) times cap, and thereafter may again accrue further vacation leave hours only to the extent such accrual balance never exceeds the employee's eighteen (18) times applicable cap.

- B. Vacation leave credit for regular full-time employees working less than an eighty (80) hour biweekly work week shall be credited as in paragraph "A" above on a pro-rata basis based on the number of hours worked per week.
- C. Vacation leave must be used in increments of one-quarter (0.25) hour or more.
- D. Vacation leave may be taken as earned but must be requested in writing as far in advance as possible. Vacation leave scheduling is subject to the approval of the Chief of Police, based on labor deployment requirements.
- E. In the event one or more observed holidays fall within the vacation leave of an employee, such holiday shall not be charged as vacation leave, and the vacation leave may be extended accordingly.
- F. Upon leave of City employment, an employee will be paid for all accrued, unused vacation leave hours up to and including the maximum cap of eighteen (18) times one's current monthly accrual rate. An employee who earned and thereafter maintained an accrued, unused vacation leave hour balance in excess of eighteen (18) times one's current monthly accrual rate as of 24 July 2011 will be paid for all accrued, unused vacation leave hours upon leave of City employment.

Section 10.6 Sick Leave

Sick leave is earned at the rate of eight (8) hours for each month worked. Maximum accrual will be unlimited. Unused sick leave will not be paid upon separation from City employment.

Sick leave may generally be used for any illness, injury, medical or dental appointment/treatment, or disability (including pregnancy and childbirth) of the employee. Sick leave may also be used for illness or injury of the employee's immediate family; however, absences for family leave purposes in excess of one (1) week (or a cumulative two [2] weeks in any calendar year) must be approved by the City Manager. A physician's report may be required for extended periods of sick leave usage, or if in the determination of the City Manager, the employee exhibits greater than average, or unusual patterns or circumstances in the use of sick leave.

Up to three (3) days of sick leave may be used to attend funerals of close family members, with the approval of the City Manager. Members of this unit are entitled to certain disability benefits as defined by state law, and may not therefore use sick leave for on-the-job injuries or illnesses. Further, any unused sick leave shall not extend the retirement date of an employee who has been granted a disability retirement, notwithstanding the provisions of CA Government Code Section 21025.2

Employees may use accrued sick leave for non work-related disabilities up to the effective or commencement date of short-term or long-term disability benefits.

Employees unable to return to work within six (6) months of the date of disability (non work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state law.

Up to twenty-four (24) hours of accrued paid sick leave may be used as Bereavement Leave per occasion to attend the funeral of a close family member, with approval of the City Manager.

ARTICLE 11: HOURS OF WORK, WORK PERIODS AND PAY PERIODS

Section 11.1 Standard Work Assignment

The standard work assignment shall be eighty (80) hours in a two week pay period.

Section 11.2 Shifts

Regular shifts consist of 8, 10, or 12 hours of work per day, as assigned. Paid work time begins at the start of a shift (e.g. a 6am to 6pm shift begins at 6:00am). Each employee assigned to a shift must have completed changing his or her clothes (uniform, boots, vest, and belt, etc.) and be able and ready to begin work by the beginning of the shift). Each time an assigned work shift schedule is established or altered for members of this unit, the Chief of Police is responsible to so inform the Payroll/Finance Department accordingly, pursuant to the federal Fair Labor Standards Act.

Section 11.3 Pay Periods

The pay period for all employees shall be bi-weekly. The pay period is from 12:00 a.m. Monday through 12:00 midnight Sunday. There are twenty-six (26) pay periods in a fiscal year from July 1st through June 30th. Time sheets are due to Payroll at the start of the day work shift the Monday following the close of the pay period on Sunday. City pay

checks are available and distributed on the Wednesday following the close of a pay period.

Note: From time to time, Payroll deadlines for submittal of time sheets and actual pay day may be altered due to designated City holidays. Payroll will notify all employees in advance when these circumstances arise. The time sheet deadline may be adjusted as needed to meet City payroll deadlines. Employees required to estimate hours worked due to an early time sheet deadline shall do so based on an employee's normally-assigned work schedule.

ARTICLE 12: OVERTIME

Section 12.1 Regular Overtime

The City will compensate eligible regular employees for each one-quarter hour (0.25) of overtime worked at a rate of one and one-half times (1.5) the employee's base hourly rate including applicable FLSA-required compensation. Overtime is defined as hours worked in excess of eighty (80) hours per pay period, or hours worked in excess of a regularly scheduled shift. Employees working partial or reduced shifts will not be eligible for overtime until the hours worked exceed the regular shift hours noted in Section 11.2. Authorization of the employee's supervisor must be obtained prior to the working of overtime hours, except in emergency situations. Compensation for overtime shall be in the form of cash payment, or if requested by the employee and approved by the Chief of Police, in the form of compensatory time off (CTO) that shall also accrue at the rate of one and one-half (1.5) times the actual overtime hours worked.

For purposes of overtime and compensatory time calculations, all paid leave shall be considered as hours worked.

Section 12.2 Compensatory Time Off

A maximum of one hundred fifty (150) hours of compensatory time off (CTO) may be accrued by each employee, except when approved by the City Manager for a recognized or specific operational need or situation. Whenever possible and in the discretion of the immediate supervisor or Chief of Police, overtime shall be compensated with compensatory time off. Compensatory time off may be used by written request of the employee filed three (3) days in advance with the appropriate supervisor or the Chief of Police. Management will make every effort to comply with time off requests of the employee and shall not arbitrarily assign employees to compensatory time off. Upon leaving City employment, the employee will be paid for all accrued, unused compensatory time.

Section 12.3 Call-Out Pay

In the event an employee is called out for emergency duty, the employee will receive compensation at a rate of one and one-half (1.5) times the employee's regularly hourly rate. When an employee is called to duty more than forty-five (45) minutes prior to

one's normal work shift, or is called back to duty after leaving work following a normal work shift, the employee will be compensated a minimum of three (3) hours of overtime pay.

Call-out time shall be defined as time worked by the employee, in excess of forty (40) hours per week, which time is not an extension of the normal work day or for which the employee has not been notified at least twenty-four (24) hours in advance. Call-out shall occur only when there has been a break in work service, i.e., the employee has left work for the day and is required to return to duty. In addition, weekend work for which the employee has been notified at least twenty-four (24) hours in advance shall not be considered call-out time. Attendance at regularly-scheduled meetings held after normal working hours that are recognized as part of the job duties of an individual employee shall not be recognized a call-out time.

Section 12.4 Court Time and Appearances

- A. Sworn employees of this unit shall receive overtime pay for each hour they are required to, as a direct result of their City employment, and actually appear in court during their off-duty hours, yet said pay shall not be less than four (4) hours of overtime, except as provided below.
- B. Sworn employees shall receive regular compensation (straight time) for appearing in court during their regular work hours when such appearance is a direct result of their City employment.
- C. Sworn employees shall receive overtime pay only for each hour they actually appear in court, as a direct result of their City employment, while off-duty but within four (4) hours prior to the start of their work shift, yet shall not receive the guaranteed minimum of four (4) hours overtime as provided in "A" above.
- D. Sworn employees required to appear in court commencing at a time less than one-half ($\frac{1}{2}$) hour following the end of his/her shift regardless of the length of the work shift, and said appearance is due to the employee's City employment, shall be paid overtime only for the time he/she actually appears in court, and shall not be paid the guaranteed four (4) hours minimum of overtime as provided in "A" above.
- E. Sworn employees required to present criminal cases in person to the local district attorney's office during regularly-scheduled time off shall receive overtime pay as provided for in Section 12.4 above. The administrative sergeant responsible for assigning the filing of such criminal cases shall first endeavor to require such assignments to be conducted by sworn employees during one's work shift, and shall only make such assignments to off-duty personnel when no other reasonable alternative exists.

ARTICLE 13: RESIDENCY REQUIREMENT

Each member of this unit shall maintain their principal residence at all times within a fifty (50)-mile radius of the City of Clayton Police Department headquarters.

Upon recommendation from the Chief of Police, the City Manager may grant exception to this residency requirement when special circumstances or hardships warrant, and may condition such exception as the City Manager deems appropriate and consistent with the purpose of this requirement to insure rapid public safety response time to emergency and disaster situations within the city.

ARTICLE 14: CLASSIFICATION AND COMPENSATION PLANS

Each position with the City shall be allocated to its appropriate classification on the basis of assigned job duties and responsibilities such that the same qualifications may be reasonably required for and the same schedule of pay may be equitably applied to all positions in the same classification. Positions may, from time to time, be reclassified on the basis of changes in or re-evaluation of the duties and responsibilities of the positions.

ARTICLE 15: LAYOFF PROCEDURE

Section 15.1 Purpose

The purpose of this section is to provide a fair and equitable basis for the reduction of personnel when this action becomes necessary in a department comprised of members of this unit or in the total work force of the City. In such circumstances, the City will make every effort to assist those employees who may be subject to layoff due to lack of work or a similarly compelling reason. Assistance will be made available through utilizing existing vacancies elsewhere in the department or work force, if any, to the fullest extent possible to relocate affected employees. In addition, contact will be made with other employees to refer those employees who are unable to be placed in other City vacancies.

Section 15.2 Causes

The Chief of Police may layoff an employee in the classified service because of shortage of work or budgeted funds. In addition, for the interest of economy or because the necessity for the position or employment involved no longer exists, the City Manager may request, and the City Council may concur, to abolish any position or employment in the classified service and discharge, transfer or demote the employee or officer holding such position or employment.

Section 15.3 Procedure

- A. When a reduction in personnel is anticipated, the Personnel Officer or his/her designee shall notify the CPOA in writing forty-five (45) calendar days before the effective date of the layoff with the reasons thereof.

- B. The Personnel Officer, or his/her designee, shall determine what openings exist in the same classification in other departments so the affected employee(s) may be considered for transfer or relocation. The employee(s) may be considered for transfer or relocation into a lower classification, where practicable, prior to affecting layoff.
- C. If transfer or demotion is not practicable, the affected employee, upon layoff, shall be placed on the appropriate re-employment list as provided for by this Section.
- D. Provisional employees of the affected classification(s) shall be laid off prior to the layoff of a probationary or permanent employee.
- E. Probationary employees in the affected classification(s) shall be laid off prior to the layoff of a permanent employee.
- F. Permanent employees shall be designated for layoff based on an evaluation of all employees in the same classification. Such evaluation will include work assignment, certification, education and seniority.
- G. The names of probationary and permanent employees who have been laid off shall be placed upon re-employment lists for classification(s) which, in the opinion of the Personnel Officer, require basically the same qualifications, duties and responsibilities of the classification(s) from which the layoff was made. Re-employment lists will be maintained and valid for a period of one (1) year following the effective date of that layoff.
- H. In filling vacancies, eligible individuals on the re-employment lists take precedence over eligible individuals on any other list for the same classification.

ARTICLE 16: DISCIPLINARY PROCESS

A Letter of Reprimand is not a disciplinary matter subject to an appeal process by the affected employee provided the Chief of Police approves in writing the Reprimand without the affected employee's right to any hearing before the Chief. A Letter of Reprimand shall stay in the affected employee's personnel file to be purged following twelve (12) consecutive months of non-repetitive behavior or incident. The initial Reprimand issue shall not be incorporated into the affected employee's performance evaluation provided there is non-repetitive behavior or incident within the subsequent twelve (12) month time period following the Reprimand.

After the process has progressed from the investigation, recommendation for discipline, the Skelly hearing, and the City Manager's decision to impose the discipline, the next step to the appeal process is non-binding arbitration.

Any side can appeal the arbiter's ruling, but only as to the issues raised in the arbitration.

Final appeal will be to the City Council.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 17.1 Definition

A grievance is any dispute between the City and employee or employees or recognized employee organization with respect to the meaning, interpretation, application or enforcement of the Personnel System Rules and Regulations or the Memorandum of Understanding (MOU).

Section 17.2

It is the intent of the City to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible. To accomplish this, there are time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given. Any grievance, whether initiated by the employee or the City, is subject to the time limits set herein. Failure to pursue or conduct a grievance within these time limits shall constitute said grievance to have been settled on the basis of the last timely demand or answer. The time limit set forth can only be extended by written agreement of both parties.

At each step of the grievance procedure, the City shall make available any record relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance.

Exception: Any materials which in the City Manager's discretion must, in the public or City's interest, remain confidential or which is intimate and private to the grieving employee.

Section 17.3

Any employee in the merit system shall have the right to use the grievance procedure free from restraint, discrimination, pressure or reprisal from any other employee, supervisor, department head, or representative of recognized employee organizations.

Employee shall have the right to present grievances individually or through his/her recognized employee organization. Employee shall have the right to withdraw the grievance at any step in the procedure. Employee shall have the right to designate a representative of a recognized employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of a recognized employee organization, the employee filing the grievance shall also be present during the discussion at all steps of the grievance procedure.

Section 17.4

Grievances will be processed in the following manner and within the stated time limits:

A. Step No. 1

When an employee has a grievance, he/she shall, within ten (10) working days following the occurrence of the event or the discovery of the event on which the grievance is based, prepare in writing a complete description of the grievance and submit the grievance to his/her immediate supervisor. The employee and supervisor shall discuss the matter in private. Should the substance of the grievance by the employee be connected with actions of the immediate supervisor and/or Chief of Police, said grievance shall be filed with the Personnel Officer.

The supervisor, Chief of Police, and/or Personnel Officer shall make a thorough investigation of the reported grievance and render his/her/their decision within three (3) working days. The decision shall be made in writing to the aggrieved employee.

Most grievances should be solved at the employee – supervisor level.

B. Step No. 2

If the employee is not satisfied with the decision of his/her supervisor, Chief of Police, and/or Personnel Officer in Step No. 1 above, he/she has the right to appeal the decision to the next higher level of supervision. The aggrieved employee, either individually or by instructing the chosen representative of the recognized employee organization, must prepare a written appeal or must file said appeal within ten (10) working days after the applicable decision is rendered to the next level of supervision.

At this Step of the grievance procedure, the supervisor or employee, individually or through his/her designated recognized employee organization representative, shall have the opportunity to provide evidence from witnesses. In this Step, the management person receiving the appeal shall make a thorough investigation of the reported grievance and shall render his/her decision in writing within five (5) working days of concluding the investigation, but not longer than fifteen (15) working days from the receipt of the appeal.

C. Step No. 3

If the aggrieved employee is not satisfied with the decision made on his/her appeal at the level of management specified in Step No. 2, he/she has the right of appeal to the City Manager. The aggrieved employee, either individually or by instructing his/her chosen representative from a recognized employee organization, shall submit in writing an appeal to the City Manager within ten (10) working days of the date of the decision rendered by the management person in Step No. 2.

The written appeal shall include a detailed statement of the grievance. The City Manager shall arrange a prompt hearing of the grievance. Following the close of the hearing before the City Manager, the City Manager shall make a thorough investigation of the reported grievance and render his decision in writing to the aggrieved employee within five (5) working days after the close of the hearing. The City Council is given a copy of the City Manager's decision, and the City may initiate its own grievances at this step of the grievance procedure.

D. Step No. 4

If the aggrieved employee, or City, is not satisfied with the decision of the City Manager in Step No. 3, and wish to appeal the decision, the aggrieved employee, either individually or by instructing his/her designated representative of a recognized employee organization, can appeal the decision in writing to the Personnel Board (City Council) within ten (10) days of the City Manager's decision.

Decisions of the Personnel Board (City Council) pursuant to this grievance procedure will be final and binding.

ARTICLE 18: JOINT LABOR/MANAGEMENT SAFETY COMMITTEE

Section 18.1

The City shall attempt to provide a safe and healthy work place for all City employees. The CPOA supports the creation of a safe working environment.

Section 18.2

The City will establish and maintain an Employee Safety Committee. Not less than two (2) members of the committee shall be appointed from the Clayton Police Department, one (1) of which shall be named by the CPOA.

Section 18.3

Employees required to attend mandatory safety meetings will be compensated according to the provisions of this MOU.

ARTICLE 19: SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring laws. Neither party shall, during the term of this MOU, demand any change therein nor shall either party be required to negotiate with respect to any other matter, provided that

nothing herein shall prohibit the parties from changing the terms and conditions of this MOU by mutual consent and agreement.

ARTICLE 20: TERM

Except as indicated herein, this MOU shall be effective commencing ~~015 July~~ May 2015~~4~~ and continue through ~~3004 June~~ May 2018~~5~~.

IN WITNESS THEREOF, this MOU is entered into by the following authorized representatives this ~~29~~th day of ~~June~~ May 2015~~4~~ pursuant to the provisions of CA *Government Code Section 3500*, et. seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON POLICE OFFICERS ASSOCIATION (CPOA)

By: _____
Rich Enea, II~~Allen White~~, CPOA President

By: _____
Tim Marchut~~Rich Enea, II~~, CPOA Vice President

By: _____
Brayton "Bud" Stone, CPOA Labor Consultant

CITY OF CLAYTON, CA (CITY)

By: _____
Gary Napper, City Manager

#####

|

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Agenda Date: 7-07-2015

Agenda Item: 10a

Approved:

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Brown, City Clerk

DATE: July 7, 2015

SUBJECT: Consider two appointments to the Planning Commission for terms of office commencing July 1, 2015 through June 30, 2017.

BACKGROUND

The terms of office for incumbent Planning Commissioners Peter Hellmann and Dan Richardson expired on June 30, 2015. City Planning Commissioners are appointed for two year terms.

Staff advertised for Planning Commission applications in the Clayton Pioneer, on the City's website, and at the City's three (3) posting areas. Applications were due on June 26, 2015 the three applicants are the 2 incumbents and 1 citizen (former Planning Commissioner).

Official appointments to the Planning Commission require full City Council vote.

RECOMMENDATION

Adopt the attached Resolution indicating the two (2) individuals appointed to the Planning Commission, for two year terms.

FISCAL IMPACT

None.

Attachments: Resolution -1 page
Applications (3)- 7 pages

RESOLUTION NO. -2015

A RESOLUTION APPOINTING TWO CITIZENS
TO THE CLAYTON PLANNING COMMISSION

THE CITY COUNCIL
City of Clayton, California

WHEREAS, in 1964 the City Council of Clayton adopted Ordinance No. 20 establishing the City of Clayton Planning Commission; and

WHEREAS, the terms of office for existing Commissioners Dan Richardson and Peter Hellman expired on June 30, 2015; and

WHEREAS, staff advertised the upcoming vacancy of two appointive positions on the Planning Commission and set a deadline of June 26, 2015 for candidates to submit an application to serve; and

WHEREAS, three interested citizens submitted timely applications expressing willingness to serve in this appointed capacity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California, does hereby appoint the following two individuals to the Planning Commission of the City of Clayton for full two-year terms:

____ (name) ____: July 1, 2015 through June 30, 2017

____ (name) ____: July 1, 2015 through June 30, 2017

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held the 7th day of July 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

PLANNING COMMISSION APPLICATION

All information contained on this application is public record. This includes home address and all phone numbers. This position is required by state law to complete and file an annual Financial Statement of Economic Interest.

Name: Peter Hellmann

Date: June 1, 2015

Home address: 156 Joscob View Contact phone: (510) 612-2027

Length of residence in Clayton: 23 years

Email address: pthell@pacbell.net

Present employer: Self (dba Builders Land Group)

Occupation: Real estate development

Education and special training:

See attached

Experience and activities, which particularly qualify you for an appointment to the Clayton Planning Commission.

See attached.

How do you perceive the role of a Planning Commissioner?

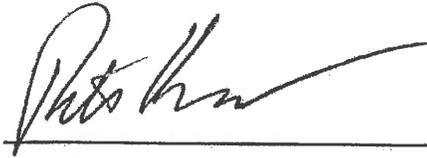
See attached.

Other interests and hobbies:

See attached

List three references with phone numbers:

See attached.

A handwritten signature in black ink, appearing to read "Peter Kim", written over a horizontal line.

Signature

Education and special training:

- BS Business Administration, UC Berkeley
- Numerous UC Davis and UC Berkeley Extension courses in California land planning and law
- Licensed California Real Estate Broker (BRE ID #00670186)

Experience and activities, which particularly qualify you for an appointment to the Clayton Planning Commission.

- 37-year career in real estate development in Northern California
- President, Presley of Northern California (1987 – 1993), and responsible for early stages of Oakhurst
- Particular expertise in all aspects of community design, land use, and entitlements

How do you perceive the role of a Planning Commissioner?

A Planning Commissioner should work as a member of a team with the other commissioners and City staff to i) interpret and apply Clayton's General Plan, zoning and subdivision ordinances, and other development and land use regulations; ii) encourage outstanding design; and, iii) be respectful of and courteous to project applicants and members of the public.

Other interests and hobbies:

Golf, tennis, hiking, and travel

List three references with phone numbers:

- Julie Pierce, Councilmember, (925) 672-3238
- Rick Angrisani, City Engineer, (925) 825-8503
- Jim Parsons, P/A Design Resources, (925) 210-9300

JUN 11 2015

PLANNING COMMISSION APPLICATION

City of Clayton

All information contained on this application is public record. This includes home address and all phone numbers. This position is required by state law to complete and file an annual Financial Statement of Economic Interest.

Name: Tuija Catalano

Date: June 11, 2015

Home address: 55 La Honda Court, Clayton Contact phone: (925) 404-4255

Length of residence in Clayton: Have been a Clayton homeowner for 10 yrs, but lived approx. 3.5 yrs abroad during the last decade

E-mail address: tcatalano@reubenlaw.com

Present employer: Reuben, Junius & Rose, LLP, San Francisco

Occupation: Attorney (land use, real estate and environmental law)

Education and special training:

- Masters in International and Comparative Law (LL.M.), University of Helsinki, Finland (degree pending completion of thesis; to be completed within 2015)
- Juris Doctor (J.D.), *with honors*, May 2003, Golden Gate University, School of Law
- Bachelor of Arts (B.A.), *magna cum laude*, May 1998, San Francisco State University, Major in International Relations with Emphasis on European Affairs, Minor in Political Science
- Continuing Education Classes: Many land use and CEQA courses since 2003.

Experience and activities, which particularly qualify you for an appointment to the Clayton Planning Commission:

- I served on the Clayton Planning Commission for 5 years and resigned in August 2011 only because my family and I moved to Finland for few years. I was the Chair of the Planning Commission during July 2008 - June 2009 term.
- As a land use, real estate and environmental attorney I am very familiar with all aspects of planning, zoning and land use matters, including CEQA compliance.
- In my occupation, I regularly represent developers and property owners and work regularly (mostly in San Francisco) with Planning Department staff and other governmental agencies. Over the years, I have worked on a wide variety of land use projects.

- I regularly appear at hearings, representing project sponsors, before various public boards and entities, primarily in San Francisco (including Board of Supervisors, Planning Commission, Historic Preservation Commission, Board of Appeals and Zoning Administrator).
- Last, but not least, I am very happy to be a homeowner and resident in a community such as Clayton and to raise my two children here. I have a strong interest to be involved in my community and to follow and participate in its development.

How do you perceive the role of a Planning Commissioner?

- Ensuring responsible and orderly growth and development that conforms with the relevant City regulations and policies, and furthermore is appropriate for the context and neighborhood.
- Making educated and informed decisions about matters before the Planning Commission, which includes providing neighbors and other interested parties an equal and fair opportunity to be heard and acting as an impartial decision-maker in the best interest of the City.

Other interests and hobbies:

- Traveling, photography, politics, gardening, many activities with my kids and family (from Dana Hills Swim Team to other activities).
- Former Clayton CERT participant/volunteer.
- Clayton CBCA member.

List three references with phone numbers:

Ed Hartley, (925) 672-3421 (former Clayton Planning Commission colleague)

David Miller, (925) 424-4238 (friend and Clayton resident)

Andrew Junius, (415) 567-9000 (work colleague; land use attorney)


Signature

Received

JUN 22 2015

City of Clayton

PLANNING COMMISSION APPLICATION

All information contained on this application is public record. This includes home address and all phone numbers. This position is required by state law to complete and file an annual Financial Statement of Economic Interest.

Name: DANIEL RICHARDSON

Date: 6/19/15

Home address: 5565 MORNINGSIDE DR Contact phone: 672-3712

Length of residence in Clayton: 26+ years

Email address: bckpckdan @ comcast.net

Present employer: RETIRED

Occupation: _____

Education and special training:

IT HAS BEEN SOMETIME SINCE ANY FORMAL TRAINING, BUT VERY FAMILIAR WITH THE PRINCIPLES OF TEAM WORK, PROBLEM SOLVING AND ETHICS.

Experience and activities, which particularly qualify you for an appointment to the Clayton Planning Commission.

AMONG OTHER CIVIC ACTIVITIES, I HAVE SERVED ON THE PLANNING COMMISSION FOR THE PAST SIX YEARS.

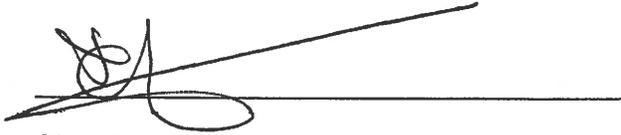
How do you perceive the role of a Planning Commissioner?

TO PROVIDE RECOMMENDATIONS TO THE CITY COUNCIL REGARDING COMMUNITY DEVELOPMENT AND PLANNING. TO REVIEW DEVELOPMENT PROPOSALS AND PROVIDE FEEDBACK AND/OR APPROVAL.

OUTDOORS, HISTORICAL WALKS, FAMILY AND FRIENDS

List three references with phone numbers:

FRANK CASTELLO	689-2086
WALT HOWARD	672-7669
STEVE WAYMIRE	451-9461

A handwritten signature in black ink, consisting of a stylized, cursive 'S' followed by a horizontal line that extends to the right and then loops back under the 'S'.

Signature



Agenda Date: 7-07-2015

Agenda Item: 10b

Approved:

Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MINDY GENTRY, COMMUNITY DEVELOPMENT DIRECTOR

DATE: JULY 2, 2015

SUBJECT: ORDINANCE ESTABLISHING AN EXPEDITED AND STREAMLINED BUILDING PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS (ZOA-02-15)

RECOMMENDATION

It is recommended that the City Council:

- 1) Motion to read the ordinance by title only and waive further reading; and
- 2) Motion to introduce the proposed Ordinance to amend Title 15 of the Clayton Municipal Code by adding Chapter 15.94 – Solar Energy Systems. (Attachment 1).

BACKGROUND

Per AB 2188 (Attachment 2), every city must adopt an ordinance creating an expedited and streamlined process for small residential rooftop solar energy systems, on or before September 30, 2015.

ENVIRONMENTAL

The proposed ordinance does not constitute a project under CEQA Guideline Section 15378 because it has no potential for resulting in any physical change in the environment, directly or ultimately.

DISCUSSION

A small residential rooftop solar energy system is defined as:

1. The solar energy system is no larger than 10 kilowatts alternating current nameplate rating, or 30 kilowatts thermal; and

2. The solar energy system, including its installation, conforms to all applicable fire, structural, electrical and other building codes as adopted or amended by the City in Title 15 of the Clayton Municipal Code and applicable requirements of Civil Code Section 714; and
3. The solar energy system is located on a rooftop of a detached single-family dwelling or a duplex; and
4. The solar panel or module array, when installed on a rooftop, does not exceed the building height limit of the zoning district in which it is located.

The City of Clayton contracts with Contra Costa County for building permit review and inspection; therefore staff will, upon adoption of the ordinance, work in conjunction with the County to develop an appropriate building permit application and a solar energy system checklist. The checklist will be in substantial conformance with the most current version of the California Solar Permitting Guidebook, which is published by the Governor's Office of Planning and Research. The checklist will include all requirements in order to be reviewed under the expedited and streamlined process for residential rooftop solar systems. Upon the building permit application being deemed complete, the building official will perform an expedited review of the application and all submittal materials in conformance with the Solar Permitting Guidebook.

AB 2188 does require the checklist and required permitting documentation to be published on a publically accessible website and shall allow for electronic submittal of a permit application and associated documentation. An electronic submittal constitutes the following: email, the internet, or facsimile. Upon adoption of the subject ordinance, City staff will setup the internal processes to meet the implementation requirements of AB 2188, including an application checklist and electronic submittal of a building permit application for solar energy systems.

FISCAL IMPACT

Other than the staff time to draft the checklist and to establish an electronic submittal process, it is not anticipated this ordinance would have a direct financial impact on the City.

ATTACHMENTS

1. Draft Ordinance - City of Clayton Solar Energy Systems Ordinance [5 pp.]
2. AB 2188 [6 pp.]

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 15.94 TO THE CLAYTON MUNICIPAL CODE TO ESTABLISH A STREAMLINED AND EXPEDITED BUILDING PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

**THE CITY COUNCIL
City of Clayton, California**

THE CITY COUNCIL OF THE CITY OF CLAYTON DOES HEREBY FIND AS FOLLOWS:

WHEREAS, on or before September 30, 2015, every city in California must adopt an ordinance creating an expedited permitting process for small residential rooftop solar energy systems of 10 kilowatts or less, pursuant to State Assembly Bill No. 2188, which amended portions of the Solar Rights Act of 1978; and

WHEREAS, the City of Clayton must therefore adopt an ordinance to establish an expedited permitting process for small residential rooftop solar energy systems of 10 kilowatts or less, pursuant to State Assembly Bill No. 2188; and

WHEREAS, the Clayton City Council at a regular public meeting on July 7, 2015, held a public hearing to review and consider an ordinance amending the Clayton Municipal Code, Title 15, to add Chapter 15.94, Solar Energy Systems; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3) it can be seen with certainty there is no possibility the proposed amendment to the Clayton Municipal Code may have a significant effect on the environment, it is therefore not subject to CEQA and no further environmental review is necessary; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Clayton City Council has reviewed all written evidence and oral testimony presented to date on this matter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated into this Ordinance.

Section 2. Chapter 15.94, entitled “Solar Energy Systems” is hereby added to Title 15 of the Clayton Municipal Code to read in full as follows:

SOLAR ENERGY SYSTEMS

Section:

- 15.94.010 City Building Permit Required
- 15.94.020 Review of Applications
- 15.94.030 Requirements Cumulative

15.94.010 City Building Permit Required.

- A. A City building permit is required to install a solar energy system. "Solar energy system" has the meaning set forth in Civil Code section 801.5.
- B. An application for a City building permit to install a solar energy system shall be processed in accordance with Government Code section 65850.5.

15.94.020 Review of Applications.

The following expedited, streamlined permitting process applies to applications for a building permit to install a small residential rooftop solar energy system:

- A. Application. The City will make the following available on the City's website: the City's standard building permit application form; and the City's standard small residential rooftop solar energy system plan form and checklist, which will substantially conform to the plan form and checklist in the most current version of the California Solar Permitting Guidebook published by the Governor's Office of Planning and Research. The checklist will include all requirements that a small residential rooftop solar energy system must meet to be eligible for review and approval under this section. An application to install a small residential rooftop solar energy system may be submitted electronically.
- B. Application review. An application will be deemed complete if the building official determines that the application includes all of the information and documents required by the standard application form, the standard plan form, and the standard checklist. If an application is deemed incomplete, the building official will notify the applicant in writing of the additional information needed to complete the application. After an application is deemed complete, the building official will perform an expedited review of the application and all submittals in substantial conformance with the timeline set forth in the then-current edition of the California Solar Permitting Guidebook published by the Governor's Office of Planning and Research.
- C. Permit issuance. A City building permit will be issued following the building official's approval of an application for a small residential rooftop solar energy system and after all required fees have been paid. If the application was submitted electronically, the City permit may be issued electronically.

ATTACHMENT 1

- D. Inspection and authorization to operate. As soon as practicable after the applicant notifies the building official that a small residential rooftop solar energy system has been installed under a City building permit, the building official will inspect the system to verify compliance with the building permit. If the building official determines that a system was not installed in compliance with a building permit, the building official will notify the permittee of the actions needed to comply with the building permit and will conduct additional inspections as necessary. No small residential rooftop solar energy system may be operated unless the building official verifies in writing that it complies with the building permit.
- E. For purposes of this section, a "small residential rooftop solar energy system" means all of the following:
1. The solar energy system is no larger than 10 kilowatts alternating current nameplate rating, or 30 kilowatts thermal; and
 2. The solar energy system, including its installation, conforms to all applicable fire, structural, electrical and other building codes as adopted or amended by the City in Title 15 of the Clayton Municipal Code and applicable requirements of Civil Code Section 714; and
 3. The solar energy system is located on a rooftop of a detached single-family dwelling or a duplex; and
 4. The solar panel or module array, when installed on a rooftop, does not exceed the building height limit of the zoning district in which it is located.

15.94.030 Requirements Cumulative.

The requirements of this chapter are in addition to any other applicable requirements of this Code, and any requirements of a utility provider, that must be satisfied before a solar energy system may be installed or operated.

Section 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

Section 4. Conflicting Ordinances Repealed. Any ordinance or part thereof, or regulations in conflict with the provisions of this Ordinance, are hereby repealed. The provisions of this Ordinance shall control with regard to any provision of the Clayton Municipal Code that may be inconsistent with the provisions of this Ordinance.

Section 5. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its passage. Within fifteen (15) days after the passage of the Ordinance, the City Clerk shall cause it to be posted in three (3) public places heretofore designated by resolution by the City Council for the posting of ordinances and public notices. Further, the City Clerk is directed to cause Section 2 of this Ordinance to be entered into the City of Clayton Municipal Code.

Section 6. CEQA. The City Council finds that pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378 that this ordinance is not a project because it has no potential for resulting in any physical change in the environment, directly or ultimately. In the event this Ordinance is found to be a project under CEQA, it is subject to CEQA exemption contained in CEQA Guideline Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the currently proposed amendment to the Clayton Municipal Code may have a significant effect on the environment and no further environmental review is necessary.

The foregoing Ordinance was introduced at a regular public meeting of the City Council of the City of Clayton held on July 7, 2015.

Passed, adopted, and ordered posted by the City Council of the City of Clayton at a regular public meeting thereof held on _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST

Janet Brown, City Clerk

APPROVED AS TO FORM

APPROVED BY ADMINISTRATION

Malathy Subramanian, City Attorney

Gary A. Napper, City Manager

I hereby certify that the foregoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Clayton held on July 15, 2015 and was duly adopted, passed, and ordered posted at a regular meeting of the City Council held on _____, 2015.

Janet Brown, City Clerk



AB-2188 Solar energy: permits. (2013-2014)

Assembly Bill No. 2188

CHAPTER 521

An act to amend Section 714 of the Civil Code, and to amend Section 65850.5 of the Government Code, relating to solar energy.

[Approved by Governor September 21, 2014. Filed with Secretary of State September 21, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2188, Muratsuchi. Solar energy: permits.

(1) Existing law provides that it is the policy of the state to promote and encourage the use of solar energy systems, as defined, and to limit obstacles to their use. Existing law states that the implementation of consistent statewide standards to achieve timely and cost-effective installation of solar energy systems is not a municipal affair, but is instead a matter of statewide concern. Existing law requires a city or county to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Existing law requires a solar energy system for heating water to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would specify that these provisions address a statewide concern. The bill would additionally require a city, county, or city and county to adopt, on or before September 30, 2015, in consultation with specified public entities an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, as specified. The bill would additionally require a city, county, or city and county to inspect a small residential rooftop solar energy system eligible for expedited review in a timely manner, as specified. The bill would prohibit a city, county, or city and county from conditioning the approval of any solar energy system permit on approval of that system by an association that manages a common interest development. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications to be certified by an accredited listing agency, as defined.

Because the bill would impose new duties upon local governments and local agencies, it would impose a state-mandated local program.

(2) Existing law prohibits any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document from effectively prohibiting or restricting the installation or use of a solar energy system. Existing law exempts from that prohibition provisions that impose reasonable restrictions on a solar energy system that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. Existing law defines the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 20% of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding 20%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$2,000 over the system cost or a decrease in

system efficiency of an amount exceeding 20%, as specified. Existing law requires a solar energy system for heating water subject to the provisions described above to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would instead define the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 10% of the cost of the system, not to exceed \$1,000, or decreasing the efficiency of the solar energy system by an amount exceeding 10%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$1,000 over the system cost or a decrease in system efficiency of an amount exceeding 10%, as specified. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications subject to the provisions described above to be certified by an accredited listing agency, as defined.

(3) Existing law requires an application for approval for the installation or use of a solar energy system to be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property and prohibits the approver from willfully avoiding or delaying approval. Existing law requires the approving entity to notify the applicant in writing within 60 days of receipt of the application if the application is denied, as specified.

The bill would instead require the approving entity to notify the applicant in writing within 45 days of receipt of the application if the application is denied, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) In recent years, the state has both encouraged the development of innovative distributed generation technology and prioritized the widespread adoption of solar power as a renewable energy resource through programs such as the California Solar Initiative.

(b) Rooftop solar energy is a leading renewable energy technology that will help this state reach its energy and environmental goals.

(c) To reach the state's Million Solar Roofs goal, hundreds of thousands of additional rooftop solar energy systems will need to be deployed in the coming years.

(d) Various studies, including one by the Lawrence Berkeley National Laboratory, show that, despite the 1978 California Solar Rights Act, declaring that the "implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair ... but is instead a matter of statewide concern," the permitting process governing the installation of rooftop solar energy systems varies widely across jurisdictions and, contrary to the intent of the law, is both an "obstacle" to the state's clean energy and greenhouse reduction goals and a "burdensome cost" to homeowners, businesses, schools, and public agencies.

(e) The United States Department of Energy, through its SunShot Initiative, has distributed millions of dollars in grants to local and state governments, including California jurisdictions, and nonprofit organizations to reduce the costs of distributed solar through streamlined and standardized permitting.

(f) A modernized and standardized permitting process for installations of small-scale solar distributed generation technology on residential rooftops will increase the deployment of solar distributed generation, help to expand access to lower income households, provide solar customers greater installation ease, improve the state's ability to reach its clean energy goals, and generate much needed jobs in the state, all while maintaining safety standards.

SEC. 2. Section 714 of the Civil Code is amended to read:

714. (a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document, as defined in Section 4150 or 6552, that effectively prohibits or restricts the installation or use of a solar energy system is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on solar energy systems. However, it is the policy of the state to promote and encourage the use of solar energy systems and to remove obstacles thereto. Accordingly, reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

(c) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code.

(2) Solar energy systems used for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(d) For the purposes of this section:

(1) (A) For solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, "significantly" means an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(B) For photovoltaic systems that comply with state and federal law, "significantly" means an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

(2) "Solar energy system" has the same meaning as defined in paragraphs (1) and (2) of subdivision (a) of Section 801.5.

(e) (1) Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed.

(2) For an approving entity that is an association, as defined in Section 4080 or 6528, and that is not a public entity, both of the following shall apply:

(A) The approval or denial of an application shall be in writing.

(B) If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

(f) Any entity, other than a public entity, that willfully violates this section shall be liable to the applicant or other party for actual damages occasioned thereby, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

(g) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.

(h) (1) A public entity that fails to comply with this section may not receive funds from a state-sponsored grant or loan program for solar energy. A public entity shall certify its compliance with the requirements of this section when applying for funds from a state-sponsored grant or loan program.

(2) A local public entity may not exempt residents in its jurisdiction from the requirements of this section.

SEC. 3. Section 65850.5 of the Government Code is amended to read:

65850.5. (a) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

(b) A city or county shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city or county makes a finding, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety, the city or county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install a solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

(f) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) Solar energy systems for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the California Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2015, every city, county, or city and county, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, shall adopt an ordinance, consistent with the goals and intent of subdivision (a), that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, and city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(2) The checklist and required permitting documentation shall be published on a publically accessible Internet

Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook and adopted by the Governor's Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection, except that a separate fire safety inspection may be performed in a city, county, or city and county that does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

(j) The following definitions apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. A city, county, or city and county shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Small residential rooftop solar energy system" means all of the following:

(A) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(B) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.

(C) A solar energy system that is installed on a single or duplex family dwelling.

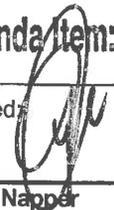
(D) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(4) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code.

(5) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or

assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

Approved: Gary A. Napper
City Manager

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: John Johnston, Maintenance Supervisor

DATE: July 7, 2015

SUBJECT: APPROVE CONTRACT WITH PG & E
2015 LED ARTERIAL STREET LIGHT TURNKEY RETROFIT PROGRAM

RECOMMENDATION

It is recommended the City Council, by minute motion, authorize the City Manager to execute a contract with PG&E for its turnkey services to retrofit certain existing City-owned cobra head arterial street lights to LED fixtures, using \$41,732 from the City's Capital Improvement Fund.

BACKGROUND

2010 LED Street Light Conversion Project

The City completed a PG&E LED Street Light Turnkey Project in 2010, which replaced several 150 watt and 200 watt High Pressure Sodium street lights to LED. These street lights were located on the City's arterial streets of Clayton Road, Marsh Creek Road, and Oakhurst Drive. This successful project used ARRA (American Recovery and Reinvestment Act) funds to save the City approximately \$6,000 in energy savings in the first year.

Since the completion of that project, staff has made many attempts to secure additional funds to retrofit the remaining City-owned cobra head street lights throughout the City. These street lights involve the remaining lights located on the City's arterial streets and the cobra head lights along Eagle Peak Avenue. Additional funds to complete this project have not yet been made available to many cities, including Clayton. Other creative ways to fund this City Council objective (ref. Annual Council Goals) must be looked at to retrofit all City-owned cobra head arterial street lights to energy-saving LEDs.

CURRENTLY

A. 2015 PG&E Street Lights Conversion Project

PG&E has been working with many cities throughout the Bay Area to retrofit PG&E-owned cobra head street lights to LED. Concurrent with this retrofit program, many cities have been taking advantage of a reduced conversion rate savings based on economies of scale while PG&E crews are in the field replacing its street lights.

There are approximately 145 PG&E-owned cobra head street lights that will be replaced by PG&E in Clayton before the end of 2015. These lights are mainly located within the Dana Hills and Regency Meadows subdivisions. There are also a few PG&E-owned street lights located along Clayton Road. All retrofitted street lights will be replaced with equivalent LED illumination. Any savings in reduced electrical costs in all cities will be used to underwrite PG&E's expenses to fund its own replacement light program.

B. 2015 City-Owned Arterial LED Street Light Maintenance and Retrofit Project

The City has the opportunity to retrofit its remaining High Pressure Sodium arterial street lights which are in need of repair and maintenance using PG&E's Turnkey Replacement Program and leveraging PG&E rebates. Staff wishes to retrofit the 95 remaining City cobra-head street lights that would likely accomplish the following energy and expense savings:



LED technology is particularly well-suited for street lighting applications, especially "cobra-head" lights, and offer many benefits over the incumbent technologies, including:

- 1. Reduced energy costs:** LEDs are able to achieve equivalent or improved light output while consuming 50% to 70% less power compared to their HID counterparts. PG&E offers special tariffs for LED streetlights based on rated wattages, which are lower than HPS streetlights. These avoided energy cost savings help offset the higher initial cost of LEDs.
- 2. Lowered maintenance costs:** LED light sources last longer, requiring fewer trips up the pole to replace burnt-out lamps. As a solid-state lighting technology, LEDs are more

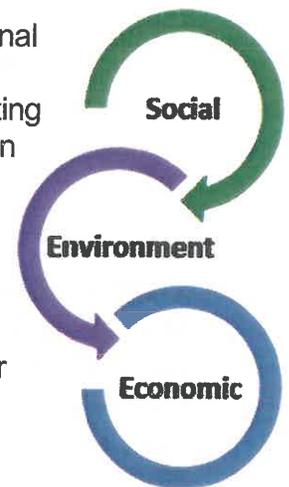
resistant to vibration and impact when compared to HID light sources. Several LED streetlight products listed by the DesignLights™ Consortium claim useful operating hours of over 150,000 hours, far greater than HPS lamp lifetimes (generally 20,000 hours or less). One of the most attractive features of LED luminaires is the promise of lower maintenance costs compared to traditional HID fixtures.

3. Improved lighting quality: LEDs provide greater options on color and generally provide whiter light with better color rendering. Properly designed, the fixtures can significantly improve acuity. In addition, whereas HID light sources typically create “hot spots” with more light than needed immediately beneath the fixture and “cold spots” surrounding the hot spot, LEDs can provide a more uniform light distribution that further improves visibility.

4. Reduced light trespass: Unlike conventional incumbent technologies, LEDs are inherently directional light sources, meaning that they can place the light where it is most needed and reduce light going in unwanted directions (such as into residences through windows).

5. Enhanced controllability: Unlike standard HID light sources, LEDs allow for instant on/off and light level adjustment, making them more suited for use with advanced lighting control systems. These systems can generate additional energy savings by dynamically adjusting light levels based on real-time lighting needs. For example, in the event of emergency controllable lighting could prove useful to first responders who may need to increase (or even decrease) lighting.

6. Reduced emissions: Reduced energy consumption delivers significant reductions in greenhouse gas emissions, supporting efforts to combat climate change. Upgrading 200,000 streetlights in the Bay Area would result in 100,000 metric tons of avoided CO2 emissions over five years – the equivalent of taking nearly 10,000 cars off the road.

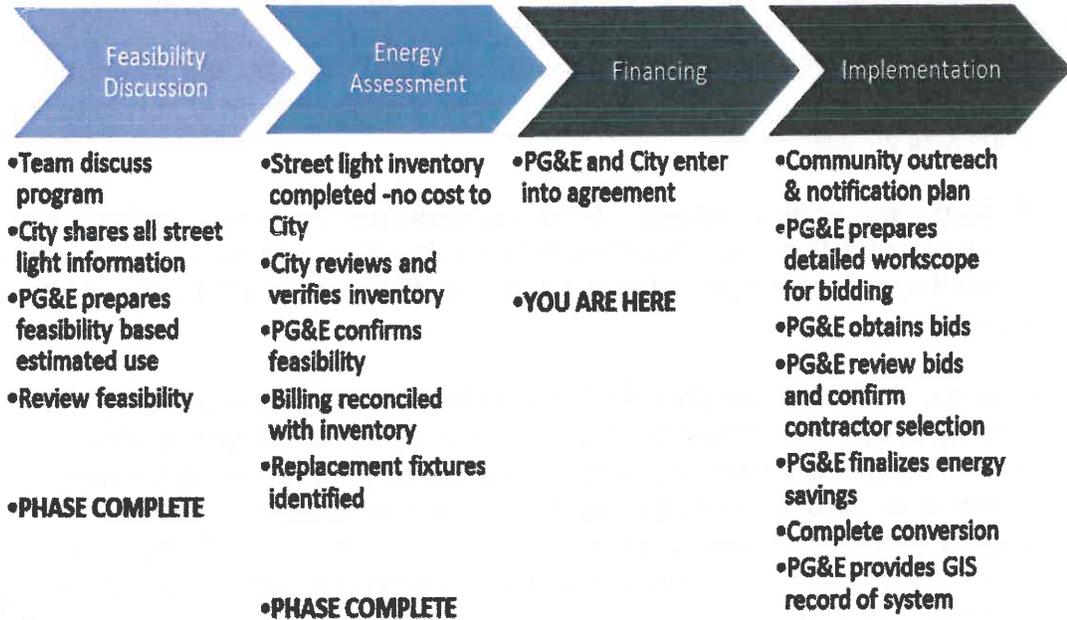


PG&E TURNKEY REPLACEMENT PROGRAM

The PG&E Turnkey Program allows for a streamlined solution to implement the City’s street light energy conservation projects. The goal of the program is to implement energy saving projects at facilities and use the money saved from reduced energy consumption and operational maintenance costs to pay the debt service for the design and construction of the project. The program has the flexibility for a city to purchase PG&E services, while it is on-site retrofitting its own street lights, to perform LED lamp retrofits of City-owned arterial street lights.

The program is divided into four phases, briefly as shown below. The first two phases of the program are provided at no cost to the participant. After each phase, participants determine

if the program meets the organization's objectives and a decision is made on whether to continue to the next phase. A city can elect to pay for the services and materials directly using its local resources. PG&E will assist in preparing the paperwork to convert all the fixtures to a new billing rate and in processing PG&E rebates, currently estimated at \$33,325. PG&E handles all project construction tasks, including obtaining low bid contractors, obtaining and disposing of fixtures, construction oversight, and warranty of the work.



There are advantages to partnering with PG&E for an energy efficiency lighting maintenance and retrofit project. As the City's local energy provider, it has access to all relevant billing rate structure information and available incentives. PG&E has a large role in the City and the local economy and is aiming to find creative ways to work together to support the community. Its long standing presence in the community allows for increased assurances in any partnerships formed. PG&E benefits from these projects by being able to add renewable/sustainable projects to its energy portfolio which defers the expense of building future electricity sources.

Participation in the LED Turnkey Program, as other Bay Area cities have done, would involve the City executing a street light retrofit and maintenance agreement with PG&E to retrofit City-owned arterial street lights, and complete paperwork for billing and rebates. PG&E would then develop the project and oversee completion and certification of the work.

FISCAL IMPACT

PG&E's quote for this LED street lights retrofit and maintenance project is \$41,732 (95 street lights). Energy cost savings in the first year are projected to be \$9,474 with

corresponding energy savings of 62,971 kWh/year. A simple cost-benefit return on the City's payment of this project is calculated at 4.4 years.

Staff recommends the City Council allocate available unassigned interest earnings accumulated in its Capital Improvement Project Budget to underwrite the retrofit maintenance project one-time expense of \$41,732.

Attachments: PG&E 2015 Turnkey Program [1 pg.]
PG&E Agreement [8 pp.]



PG&E LED Street Light Turnkey Replacement Service

Non-binding price estimate to be used for budgetary purposes only

City of: Clayton

Date of this estimate: 9-Jun-2015

Expiration date of this estimate: 9-Jul-2015

Number of Lights to be Replaced	Voltage	Type	Wattage (Nominal/Actual)	Rate	Suggested Replacement LED Wattage
13	120	HPS	150/176	LS-2	56
62	120	HPS	200/234	LS-2	73
20	120	HPS	250/293	LS-2	101
95					

Total Project Price: \$47,302
Total PG&E Rebates: \$5,570
Net Estimated Price: \$41,732

The rebates are subject to funding availability and are administered on a first come, first-serve basis. If rebate funding is depleted, customer must pay Total Project Price.

Energy cost savings in first year*: \$9,474
Energy savings (kWh/year): 62,971
CO2 reduction (lbs/year): 32,997
Avoided maintenance expenses in first year:** \$665

Simple Payback (Energy Only): 4.40

*Project Price Notes:

Price includes purchase of requested street lights, installation and field verification of installed lights, rate change and rebate application processing.

No permitting costs included in total project price.

Project price assumes all lights to be replaced will be cobra head fixtures and will not include post top, shoe box, tear drop, or decorative fixtures

Project price assumes all street lights to be replaced are currently in operating condition.

Project price assumes no restrictions on installations will be made (e.g.--heavy traffic area, special hours for installation, etc.)

Project price assumes all street lights to be replaced are at an operating voltage between 120-240 volts AC.

Notes:

*Future year savings will grow with the expected increase in electricity and labor costs.

**Avoided maintenance expenses are compared to maintaining HPSV lights.

***The street light manufacturer is BETA LED.

Assumptions:

- » 4100 operating hours annually
- » \$0.15045/kWh electricity cost
- » 0.524 lbs/kWh emission factor
- » \$26 per year maintenance cost for HPSV
- » \$19 per year average maintenance cost for LED
- » City has full jurisdiction over street lights



PROPOSAL NUMBER 2

This Proposal is made and entered into as of _____, 20__ by and between City of Clayton (“Customer”) and Pacific Gas and Electric Company (“PG&E”). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 20__ (the “Agreement”).

DESCRIPTION OF SERVICES

- Scope of Work: Replace 95 HPSV lights with LED lights according to the map and LED spreadsheet (identifies each location) in the Town of Danville.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Change the rates to LED and provide documentation on the changes and cost for the street lights which with Customers approval may also include LS2C to LS2A rates changes. Customer Initials _____. Date _____.
- Process the rebates and provide documentation on the changes and cost for the street lights.
- Provide a revised GIS-based inventory.

PG&E will seek competitive contractor bids for the installation of the LED light replacement project. Contractor bid requests will be sent to multiple contractors, which the Customer will review to make a decision on who will be the successful bidder (“Contractor”) based on information requested.

Estimated minimum number of days to complete scope of work: TBD

Date work is estimated to begin: TBD

Customer sites where work is to be performed (may attach spreadsheet of street lights):
See attached map for location.

Type and number of street light fixtures to be replaced (may attach spreadsheet):
See attached spreadsheet for fixtures.

Locations may change if street lights are added to or deleted from the project during installation. A final spreadsheet will be given to Customer upon completion of the work.

If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

MATERIALS DISPOSAL



Customer will make space available at Customer-owned property for material storage and disposal during construction. PG&E will hold Customer harmless for damage to stored materials while on Customer's property. Customer site where PG&E may store materials and waste disposal bins:

PG&E will store the materials at the following site:

Address: TBD

PG&E's Contractor will keep the lights that have been replaced in a locked container until taking them to PG&E's yard. Contractor will separate the lamp from the fixture and put them in the appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

TRAFFIC CONTROL PLAN

PG&E Contractor shall be required to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

COST AND PAYMENT SCHEDULE

PG&E estimates the services under this Proposal will cost Forty One Thousand Seven Hundred Thirty Two dollars and no cents (\$41,732). However, Customer will be invoiced for actual installations (location and size of fixture). The estimate will not be exceeded without Customer's prior approval.

This price does does not subtract the value of the LED streetlight rebates from the cost to provide the Services.

Payment Schedule:

Initial Payment: Upon ordering of materials, Customer will be invoiced 50% of the total amount of the contract.

Final Payment: Customer will be invoiced for final 50% payment upon completion of this Proposal or when punch list items (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 14 days after receipt of the invoice.

BUSINESS CONTACTS:



PG&E's primary business contact for this Proposal:

Name: Michelle Ward
Title: Sales Manager
Address: 245 Market Street, Mail Code N10D
San Francisco, CA 94105
Telephone: 415-973-4495
Email: m3pa@pge.com

Customer's primary business contact for this Proposal:

Name: John Johnson
Title: Maintenance Supervisor
Address: 5901 Heritage Trail
Clayton, CA 94517
Telephone: 925-673-7326
Email: jjohnson@ci.clayton.ca.us

CUSTOMER BILLING CONTACT:

Customer's billing contact for this Proposal:

Name: John Johnson
Title: Maintenance Supervisor
Address: 5901 Heritage Trail
Clayton, CA 94517
Telephone: 925-673-7326
Email: jjohnson@ci.clayton.ca.us

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER CITY OF CLAYTON

PACIFIC GAS AND ELECTRIC COMPANY

Print Name:

Print

Roxanne Fong, Manager

Name:

Signature:

Signature:

Date:

Date:



THIRD PARTY WARRANTIES

1. Street light manufacturer's contact information:
 - (a) Cree LED Lighting Fixtures
1200 92nd Street
Sturtevant, WI 53177-1854
Phone: (800)236-6800
 - (b) The warranty period for the Cree LED Lighting Fixtures is 10 years. A copy of that warranty is set forth in Schedule 1 to this Exhibit C.

2. Photo control warrantor's contact information:
 - (a) Ripley Lighting Controls
2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777
 - (b) The warranty period for the Ripley lighting controls is 12 years from date of manufacture. A copy of that warranty is set forth in Schedule 2 to this Exhibit C.

**SCHEDULE 1 TO EXHIBIT C
LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND
ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree Company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy



sensors, photocells and other fixture accessories can be found at www.cree.com/lighting/products/warranty.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.



**SCHEDULE 2 TO EXHIBIT C
WARRANTY FOR RIPLEY LIGHTING CONTROLS**



RIPLY LIGHTING CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

Twist-Lock Electronic Photocontrol **LongLife II**

Exclusive Features



Zero Cross Switching Technology: protects the device from inrush currents, commonly found in LED Luminaires.



Intelligent Microprocessor: assures advanced Performance & Reliability



SELF-Healing Relay: allows unattended field restoration. Stuck relay contacts are a common failure point. Our Patent Pending technology actually works to un-stick the contacts, thus preventing wasted energy (day burners) and service calls. Tested at more than **325 years with a 1000 Watt Incandescent Lamp**



3 Tier Power Supply Circuitry: 640 Joule 33 mm MOV rated @ 40,000 Amps for primary protection Dual Zener Diode for secondary protection. 3rd Layer of protection using a precision voltage regulator.



Tru-Filter®: spectral sensitivity matches that of the Human Eye; while competitor's Silicon Photodetector comes nowhere close.

Phone: 803-939-4700
Fax: 803-939-4777
E-mail: Sales@RipleyLC.com

www.RipleyLC.com



Ripley's exclusive
LongLife II Photocontrol

"NEW Generation of Technologies that change the Game"

Ripley Lighting Controls is pioneering new technologies raising the bar in the Street and Area Lighting Industry.

	6390LL-BK	6394LL	6395LL
Nominal Voltage 60 Hz	120/208/240/277	480	347
Voltage Range	105-305	432-528	312-382
Fail Mode	On		
Load Rating	1000 Watt Tungsten / 1800 VA Ballast		
Operating Temperature	-40C to +70C (-40F to +158F)		
Photocell	Infrared Filtering Silicon Phototransistor		
Dielectric Strength	5000 Volts between current carrying parts and metal surfaces		
Surge Protection	Primary: 640 Joule MOV rated at 40,000 amp surge current—protects not only the photocontrol, but also the LED fixture Secondary: 2 Zener diodes Third: Voltage Regulator		
Power Consumption	0.5 watts @ 120 V		
Time Delay Off (Instant On)	3 to 5 seconds		
Operating Light Levels (Standard Settings)	Turn On 1.5 FC ± .25 / Turn Off by 2.25 FC (Off:On Ratio = 1.5:1)		
ANSI Color Coded Cover: double-wall thickness, UV Stabilized Permanent Color LongLife polymer with extra UV inhibitor	Black	Yellow	Green
Options			
Fail Off	-FO (Green)	N/A	N/A
Frequency	60Hz		

Other Exclusive Features:

- Electrolytic Capacitors rated 105 °C, with minimum 20,000 hour life at maximum voltage, current, & temperature
- Completed circuit boards are conformal coated with silicone for Long Life
- Double-wall thickness for strength and longevity in constant outdoor environment, optimized black Long Life polymer with maximum UV inhibitor
- 1:1 Ratio Capable saves energy by reducing burn time. Allows for the light to turn off at the same light level as the turn on value.
- RoHS Compliant & packaged in Biodegradable Bags
- WARRANTY: 12 years from date of manufacture

Meets or exceeds rigid quality requirements of SouthConn Technologies Inc. and applicable ANSI C136.10, and C136.24 Standards

PS-6100-DAS
LongLife
02/14
Rev. 5



Agenda Date: 7-07-2015

Agenda Item: 10d

Approved: 

Gary A. Napper
City Manager

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: Mala Subramanian, City Attorney
DATE: July 7, 2015
SUBJECT: An Ordinance Regulating the Use of the City Seal and Logo

RECOMMENDATIONS

1. Adopt a motion to have the City Clerk read the Ordinance by title and number only and waive further reading; and
2. Following the City Clerk's reading, by motion approve the Ordinance for Introduction with findings the action does not constitute a project under CEQA.

BACKGROUND

The City's logo was recently used without permission for commercial purposes. Upon review of the City's Municipal Code there are no regulations regarding the use of the City seal and logo as is typically found in many other public agencies.

DISCUSSION

The attached ordinance provides that it is unlawful for any person to knowingly or willfully use the City seal or logo for any private or commercial purpose without the prior written consent of the City Manager. Any violation will be considered a misdemeanor of the City's Municipal Code.

FISCAL IMPACT

None.

Attachment: Ordinance No. 460

ORDINANCE NO. 460

AN ORDINANCE ADDING CHAPTER 1.28 TO THE CLAYTON MUNICIPAL CODE
REGARDING THE USE OF THE CITY SEAL AND CITY LOGO

THE CITY COUNCIL

City of Clayton, California

THE CITY COUNCIL OF THE CITY OF CLAYTON DOES ORDAIN AS FOLLOWS:

Section 1. Amendment. Chapter 1.28 is hereby added to the Clayton Municipal Code to read in full as set forth in the attached Exhibit A, incorporated by this reference.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

Section 3. Conflicting Ordinances Repealed. Any ordinance or part thereof, or regulations in conflict with the provisions of this Ordinance, are hereby repealed. The provisions of this Ordinance shall control with regard to any provision of the Clayton Municipal Code that may be inconsistent with the provisions of this Ordinance.

Section 4. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its passage. This Ordinance shall be published or posted as required by law.

The foregoing Ordinance was introduced at a regular public meeting of the City Council of the City of Clayton held on July 7, 2015.

Passed, adopted, and ordered posted by the City Council of the City of Clayton at a regular public meeting thereof held on _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

David T. Shuey, Mayor

ATTEST:

Janet Brown, City Clerk

APPROVED AS TO FORM

APPROVED BY ADMINISTRATION

Malathy Subramanian, City Attorney

Gary A. Napper, City Manager

I hereby certify the foregoing Ordinance was duly introduced at a regular public meeting of the City Council of the City of Clayton held on July 7, 2015, and was duly adopted, passed, and ordered posted at a regular public meeting of the City Council held on _____, 2015.

Janet Brown, City Clerk

EXHIBIT A

Chapter 1.28

USE OF CITY SEAL AND CITY LOGO

Sections:

- 1.28.010 Definitions.
- 1.28.020 City Seal Designated.
- 1.28.030 Custodian of City Seal.
- 1.28.040 City Logo Designated.
- 1.28.050 Unlawful Use of City Seal or City Logo.
- 1.28.060 Enforcement.

1.28.010 Definitions.

“Private purpose” as that phrase is used in this chapter, means and includes, but is not limited to: (1) the promotion, support or endorsement of or opposition to any candidate for a public office or the support or endorsement of or opposition to any ballot measure, initiative, referendum, or any other matter voted upon at a public election; (2) the promotion, support or endorsement of a person, issue or cause; or (3) the promotion, support or endorsement of any religious, charitable or otherwise not for profit organization, entity or cause.

“Commercial purpose” as that phrase is used in this chapter, means and includes, but is not limited to, the promotion, support or endorsement of any group, entity, corporation, partnership, limited liability company, firm or association which is for profit and/or connected in any way with trade, commerce, or business.

“Indicia” as used in this chapter, means and includes, but is not limited to, logotypes or identifying symbols which are associated with, or otherwise used to indicate the City of Clayton or any city department.

“Logo” as used in this chapter, means and includes, but is not limited to, logotypes or identifying symbols which are associated with, or otherwise used to indicate the City of Clayton or any city department.

1.28.020 City Seal Designated. The seal of the City of Clayton is the same as heretofore used and shall contain the name of the city and shall appear substantially as follows:



1.28.030 Custodian of City Seal. The city clerk is the custodian of the seal of the city, as authorized by the Government Code.

1.28.040 City Logo Designated. The City logo is the same as heretofore used and shall appear substantially as follows:



1.28.050 Unlawful Use of City Seal or City Logo. It is unlawful for any person to knowingly or willfully use, or to cause the use of, a copy or replica of the seal of the city, a copy or replica of any city logo, or any other official indicia of the city, any city department, or office of the city, for any private or commercial purpose without the prior written consent of the City Manager.

1.28.060 Enforcement. A violation of this chapter shall be a misdemeanor punishable in accordance with section 1.20.010 or as otherwise provided for in this Code.



Agenda Date: 7-07-2015

Agenda Item: 10e

STAFF REPORT

Approved:

Gary A. Napper
City Manager

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: Janet Brown, City Clerk

DATE: July 7, 2015

SUBJECT: Designation of Voting Delegate and Alternate Delegate for League of California Cities 2015 Annual Conference being held September 30 thru October 2, in San Jose.

RECOMMENDATION

If budgetary action allows, it is recommended the City Council consider designating one of its members as the Voting Delegate and one member as the Alternate to represent the City of Clayton during the 2015 League of California Cities Annual Business Meeting.

BACKGROUND

The League of California Cities' "Annual Conference" is scheduled for Wednesday, September 30 through Friday, October 2 in San Jose. A Business Meeting will take place on Friday, October 2, 2015 at noon. Councilmember Pierce serves on the League's Transportation, Communications and Public Works Policy Committee (10 years), Councilmember Diaz serves on the League's Public Safety Policy Committee and is the City's representative to the East Bay Division of the League of California Cities.

League Bylaws provide that each City is entitled to one vote in matters affecting municipal or League policy. Per the attached Annual Conference Voting Procedures, a City official must have in possession the City's Voting Card and be registered with the Credentials Committee to cast that City's vote. A voting card will be issued to the City officials designated by the City Council on the attached Voting Delegate Form.

Conference registration is required for voting delegates.

FISCAL IMPACT

During the last 6 fiscal years the vast majority of conference and training budget for all personnel of the City, including the City Council, was eliminated except for League Division and Mayors' Conference attendance. If the Council wishes to send a delegate, funds will need to be allocated. The cost of conference registration is \$500 for the full event plus transportation expenses. In the past the City has not paid for lodging expenses at an Annual Conference when it is held in the northern California or Bay Area vicinity.

Attachment – League of California Cities Annual Conference Voting Procedures



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Council Action Advised by July 31, 2015

May 29, 2015

Received

JUN 05 2015

City of Clayton

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

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